



ALBUQUERQUE PUBLIC SCHOOLS

Procurement

Accelerate Progress for Students

Winston Brooks
SUPERINTENDENT

Mark Heckart, C.P.M.
EXECUTIVE DIRECTOR

June 17, 2013

BID NO: 14-001SC-SL Full Service Paint and Related Products

DATE: July 18, 2013

TIME: 11:00 a.m.

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

U.S. MAIL 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).
PLEASE NOTE OUR NEW ADDRESS CHANGE

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.

sls

BID No. 14-001SC-SL
FULL SERVICE PAINT AND RELATED PRODUCTS

Intent: The Intent of this bid is to establish a contract for **Full Service Paint and Related Products**. Bidders must offer all services requested by the bid.

INFORMATION FOR BIDDERS

1 Contract Documents: The bidding information included in this packet, and listed below, constitute the contract documents. The Bidder's signature signifies his full understanding of the terms of the Contract documents and agreement to perform the work under these terms if awarded the Contract. The award of the Contract shall be made by a blanket contract issued by APS to the Contractor and shall bind the Contractor to the terms of the contract documents.

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|---------------------------------------|--------------------------------|
| * Information for Bidders | * Pricing |
| * General Terms & Conditions | * Resident/Veterans Preference |
| * General Conditions | * Conflict of Interest |
| * General Requirements | * Response Format |
| * Terms & Conditions (Signature Page) | |
| * Technical Specifications | |

2. Preparation of Bids: Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in 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 and returned with bid submittal will be considered non-responsive and will be rejected.**

All cost incurred by the bidding company in the preparation, transmittal or presentation of any proposal or material submitted in response to this Bid will be borne solely by the bidding company.

3. Receipt and Opening of Bids: Bids must be prepared and submitted in accordance with the provisions hereof. APS reserves the right to reject all bids if all bids exceed the available funds. Any bid may be modified or withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the specified time for the opening of bids shall not be considered.

Procurement law requires sealed bids or proposals. Therefore, APS cannot accept bids 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.

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INFORMATION FOR BIDDERS CONTINUED

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

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

5. **Familiarity with Conditions:** Clarification of bidding procedures may be made by contacting the APS Procurement Department, Steven Carpenter, District Buyer, telephone (505) 878-6121; clarification of the technical aspects may be made by contacting Michael Wheeler , Paint Shop (505) 765-5950, ext. 244 or Robert Chavez Paint Supervisor at (505) 765-5950, ext 244. **Bidders must have acquainted themselves with all conditions affecting the work before submitting a bid.** No claim shall be made nor will one be allowed the Contractor for negligence, misunderstanding, or error in this regard.

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

6. **Conditional Bids:** Bids in which acceptance is in some manner restricted or conditioned by the bidder will be reviewed by APS. If the limitations imposed are not in the best interest of APS or are prejudicial to other bidders, bid will be rejected.
7. **Multiple Offers:** APS will not select from multiple offers on a single document.
8. **Records:** Records shall be maintained by the Contractor in compliance with municipal, federal, or state laws, ordinances, codes, and this contract. At any time during normal business hours and as APS may deem necessary, there shall be made available to APS for examination all of the 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, and payrolls, records of personnel,

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INFORMATION FOR BIDDERS CONTINUED

conditions of employment or any other such data as may be pertinent.

Any confidential information provided to or developed by the Contractor in the performance of this contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of APS.

- 8. 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(s) that is in the best interest of APS. Bid award will be made to the low responsible and responsive bid taking into consideration qualifications and capabilities of the bidder, weights given to each test for evaluation purposes, and availability of funds and any other relevant factors. **It is the responsibility of the bidder to inquire as to the status and/or subsequent award of bids.**
- 9. Taxes, Fees, and Permits:** APS holds a Class 9 Nontaxable Transactions Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued on request. This does not apply to services. The Contractor is responsible for payment of all New Mexico Gross Receipt taxes and any other taxes due as a result of this work. The Contractor shall also secure, maintain and pay for all fees, permits, licenses, bonds, etc. as necessary and on a timely basis. The bid quotation shall at all times include fees, licenses and any other applicable charges (with the exception of New Mexico Gross Receipt Taxes on Labor or Local Option Tax.) Tax rates will fluctuate as required by law and will be shown as a separate amount on each billing or request for payment.
- 10. Protest:** Any Bidder, Offeror, or Contractor who is aggrieved in connection with the procurement may protest to the Procurement Division, Albuquerque Public Schools. The protest shall be submitted in writing fifteen (15) calendar days after the fact or occurrence given rise thereto. . Protests should be submitted to the Executive Director of Procurement.
- 11. 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.
- 12. 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.

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GENERAL TERMS AND CONDITIONS

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

No contract exists on the part of Albuquerque Public Schools until a written Price Agreement (PA) is executed. Issuance of a PA will be considered sufficient notice of acceptance of contract.

It is mutually understood and agreed that the successful bidder(s) shall not assign, transfer, convey, sublet or otherwise dispose of the price agreement, contract, or his right, title, or interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of Albuquerque Public Schools.

Albuquerque Public Schools reserves the right to return products which do not meet specifications indicated in Bid at bidder's expense. Bidder guarantees the products delivered are standard, new, and regular stock.

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

GENERAL CONDITIONS

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

Submit all questions about the proposed contract specifications including any discrepancies, omissions, or ambiguities noted by any bidder to the appropriate APS contact person. If appropriate, APS Procurement Division will issue a written addendum which shall thereafter become part of the bid documents and proposed contract documents. Oral interpretations other than routine clarification and the like, if given shall not be binding unless reduced to a written addendum issued prior to bid opening. All bids shall be responsive to and include any addenda issued prior to bid opening.

2. **Cancellation:** Failure to comply with the terms of the contract documents and/or unsatisfactory performance on the job will constitute grounds for cancellation of the contract. If, after consultation between APS Maintenance & Operations Department, 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.

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GENERAL CONDITIONS CONTINUED

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

- 3 Conflict of Interest and Debarment/Suspension:** Offeror warrants that he/she has no interest, and shall acquire no interest, which would directly, or indirectly conflict in any manner or degree with the performance of this proposal. No person or selling agency may be employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained or utilized by offeror for the purpose of securing business. For violation or breach of this warranty, APS shall have the right to annul this contract without liability or, at its discretion, to deduct price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

In signing this proposal the offeror certifies that he/she has neither directly nor indirectly entered into action in restraint of the fee competitive process in connection with this solicitation. This form (Appendix A) shall be filed the state agency of local public body as part of the competitive sealed proposal.

- 4 Purchase Order and Invoicing Procedures:** Upon bid award a Price Agreement (PA) will be issued to the successful bidder(s) on all awarded bid materials. Actual quantities of award materials requested by APS and delivered by bidder will be charged against this Price Agreement. Each pick-up / delivery shall be ticketed separately, showing the APS Purchase Order, delivery location, and the full signature with printed name underneath of employee receiving the material(s). Initials only are not acceptable and will not be processed for payment.

There will be two primary using departments within APS: 1) Maintenance & Operations and 2) Facilities Design and Construction. Contact personnel will be established within each using department who shall be responsible for contract management, coordinating individual orders and delivery dates, resolving invoicing problems, applying for credits, return of defective product, etc. Some of the trade will be "walk-in" Contractor must satisfy himself as to the validity of each transaction beyond a reasonable doubt. APS is not responsible for unauthorized purchases or those which cannot be identified. Credits will be issued against the APS account. Itemized invoices, clearly referencing appropriate bid pricing item number, contract number, and APS project name and number, shall be submitted monthly to APS Maintenance & Operations, 915 Locust Street SE, Albuquerque, NM 87106. Copies of completed forms with information needed to substantiate changes shall be attached to the invoice for auditor tracking purposes.

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

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GENERAL CONDITIONS CONTINUED

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

- 6 Subcontractors:** The Contractors may not subcontract any portions of the work covered by this contract.

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GENERAL REQUIREMENTS

I. SCOPE OF WORK:

A. GENERAL OPERATING ENVIRONMENT

The APS Special Projects Department is in charge of general refurbishing and minor remodeling within the district. While it is the responsibility of the Maintenance and Operations Department to repair and maintain all buildings The intent of this solicitation is to establish a full-service paint and related products supplier to furnish the necessary materials for these two primary using departments on a timely basis. The successful contractor may also experience occasional walk-in trade from schools who may be purchasing items such as spray paint or miscellaneous sundries for drama classes, art projects, etc.

APS Painting Service Contractors: A major requirement for this contract is that the awarded vendor(s) must accommodate existing APS Painting Services Contractors to acquire paint & products for APS projects from the vendor at APS's Pricing awarded on this contract. These Painting Contractors will be ordering paint & products for a specific APS job that they have been assigned to by our APS M&O department. The awarded paint must honor the contract pricing and invoice at this APS price. A detailed copy of the invoice shall be given to the Painting contractor and they will use this when submitting their final invoice. At present we use three (3) Painting contractors and they are:

Omni Construction
Ultra Painting
Vigil Contracting

Upon award of this contract the Paint vendor must immediately meet with these contractor and APS M&O Paint Shop to set up accounts for these contractors to use for APS projects, using our contract pricing.

Michael Wheeler from the Paint Shop and Isabel Seiler in M&O Support Services will help facilitate this process based on our previous use of these contracts between the Painting Contractors and the Painting suppliers. This agreement has proven to save APS a large amount of money with this.

This is a mandatory requirement for the execution of this contract and will be considered for the final award. If your company cannot accommodate this requirement then your bid will be considered non responsive and rejected.

The terms of any contract issued as a result of this solicitation will be in effect for a period of one (1) year following award. Contingent upon funding and mutual agreement of the parties, contract may be extended for a maximum of two (2) additional years, one year at a time. The total duration of this contract, including the exercise of any renewal options shall not exceed three (3) years.

Regardless of any termination date, any incomplete orders or services still in progress will be carried to successful conclusion by the same contractor but without unduly prolonging the process. APS also reserves the right -to extend this contract on a short term basis if negotiations for a new contract are still in progress or a new

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GENERAL REQUIREMENTS CONTINUED:

bid has not been awarded. Contract may be cancelled by either party with sixty (60) days written notice. This provision shall not affect or limit the rights of APS or the contractor under standard default provisions.

At time of award, APS will establish a Price Agreement (PA) with the successful contractor and conduct a post award conference to clarify required paperwork procedures for both parties for use of the contract with the APS M&O Department, Facilities & Design-Special Projects and the Painting Service Contractors. Small purchase orders (SPOS) or separate direct purchase orders will not be required. The assigned PA number and specific using department must appear on all invoices in the duration of the contract. All invoices will be sent to the Maintenance & Operations Division, 915 Locust SE, Albuquerque, NM 87106. Those which cannot be identified will be returned to the vendor

Hours of operation within APS are Monday through Friday, 7:00 a.m.-3:30 p.m. for work crews and 8:00 a.m.-4:30 p.m. for most administrative offices. Emergencies may occur at any time or work shifts be adjusted for various reasons. Orders at this time are not subject to any type of automation and the usual method of placement will be by telephone. Contact persons will be assigned by both contractor and APS. Any employee attempting to purchase on behalf of the district must be specifically authorized to do so. Contractor shall satisfy himself as to the validity of the transaction beyond a reasonable doubt. Signatures must include printed name and employee identification number. APS will not be responsible for unauthorized purchases.

B. 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.

1. Workers' Compensation Insurance: As required by the Labor Laws and the New Mexico Statutes.
2. 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 Worker's 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)

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GENERAL REQUIREMENTS CONTINUED:

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 and underground coverage if project requires underground operations. 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.

3. Auto Insurance: Coverage must be on an “any Auto” basis or must include owned, hired and non-owned automobile coverage.

Contractor shall carry professional liability and automobile liability insurance up to the limits of the Tort Claims Act, to-wit: Contractor must submit proof of auto insurance prior to services to the Albuquerque Public Schools. In any action for damages against a government entity or a public employee while acting within the scope of his duties as provided in the Tort Claims Act (41-4-1 to 41-4-27 NMSA 1978), the liability shall not exceed:

- a. The sum of one hundred thousand dollars (\$100,000) for damage to or destruction or property arising out of a single occurrence; and
- b. The sum of three hundred thousand dollars (\$300,000) for all past and future medical and medically-related expenses arising out of a single occurrence; and
- c. The sum of four hundred thousand dollars (\$400,000) to any person for any number of claims arising out of a single occurrence for all damages other than property damage and medical and medically-related expenses as permitted under the Tort Claims; or
- d. The sum of seven hundred fifty thousand (\$750,000) for all claims other than medical or medically related expenses arising out of a single occurrence.

Contractor will provide to APS proof of such insurance prior to the execution of a contract. Contractor also agrees to keep such insurance in force throughout the term of the contract, including any renewals, including any renewals, and to notify APS immediately if such insurance is not in force. Failure to comply with this provision may result in immediate cancellation of the contract. APS recommends that professional liability insurance be maintained at a level of \$1,150,000.00 which exceeds the limit of the Tort Claims Act. In addition, the contractor’s employees shall be insured for Worker’s Compensation if applicable.

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GENERAL REQUIREMENTS CONTINUED:

Successful contractor must furnish proof of coverage to the APS Procurement Office prior official award.

If any policy changers occur during the life of contract, it is the contractor's responsibility to provide updated proof of coverage to the APS Procurement Department.

C. Inventory, Warehouse, Delivery and Over-The Counter Sales

APS will review its upcoming projects with the contractor as often as necessary to establish lead time, starting dates, product to be used, estimated quantities, etc. Contractor must have sufficient space available to warehouse materials if required to do so and also provide loading capacity on the premises. APS does not stock paint as an inventory item except for the immediate short term in order to be able to dispatch daily crews. Contractor also must be available and responsive to emergency situations. Fire or flood damage, for example, will typically be restored as soon as possible.

Product may also be order for delivery to the job site. All orders will be supplied F.O.B. destination including cost, insurance and freight. Maintenance and Operations and FD&C tends to pick up most (about 75%) of its materials using APS vehicles. Delivery times are coordinated in advance. Painting Service Contractors usually pick up their products based on project requirement. Product ordered by APS and not yet used or delivered by the end of the contract will be paid for by APS at the prices then in effect unless otherwise agreed. If the contract has expired and/or there will be no renewal or if the contract is terminated for any reason, APS shall have fifteen (15) days to take delivery of materials. However, deteriorated product due to contractor's negligence, damaged items, failure to rotate stock, improper handling procedures etc. will not be the responsibility of APS and such product will not be paid for by APS at any time.

Contractor must be prepared to service walk-in trade for miscellaneous items. Any employee attempting to purchase on behalf of APS must be specifically authorized to do so by the APS contact person. Contractor shall satisfy himself as to the validity of the transaction beyond a reasonable doubt. Signatures must also include the APS work order, employee's I.D. number, and printed full name. Initials only are not acceptable. APS will not be responsible for unauthorized purchases or those which cannot be identified.

Returns will be accompanied by the delivery ticket or copy of invoice. Generally speaking, APS will make every attempt to adhere to contractor's return policy with whatever procedures contractor deems necessary. Credits will be issued only to the APS account and under no circumstances to the individual.

D. Product and Service

APS uses a wide variety of paint and paint related items. It is the intent of this contract that the successful contractor be able to furnish small equipment items, repair parts, and sundries as well as paints, varnishes, stains, solvents, cleaners etc. Purchases for equipment costing more than \$200 per item will be bid/bought separately at best available price for comparable quality and not necessarily from this contractor.

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GENERAL REQUIREMENTS CONTINUED:

Quality Assurance: All products must comply with MPI standards indicated and listed in "MPI" Approved Product List."

Brand names which may be referenced are for the information of the offeror as to the level of quality and performance characteristics desired. This is not a preference on the part of APS and other products will definitely be considered and evaluated. Once contract is awarded, substitutions of product will **not** be allowed without the written consent of APS. Intent to change manufacturer or service the account with alternate product will be considered as grounds for cancellation of contract.

Alternate product may be used with APS' prior consent in the event of material shortages, mill allocations, discontinued items and the like; however, it will be the responsibility of the contractor to bring these circumstances to the attention of the appropriate APS contact. Contractor must have backup sources available.

Successful contractor must; have working expertise in the paint industry. Contractor's personnel may be called upon for assistance in job estimating, best approach to a special application, help in assessment of damages during an emergency repair and similar circumstances. Contractor shall be current in the trade and be able to present new product, new applications etc. as more efficient methods or items become available. APS is particularly concerned with environmental hazards. Contractor may also be asked to participate in or conduct meetings for the purpose of exchanging information, updating specifications, training sessions, product demonstrations etc. for administrative personnel or actual work crews.

Contractor will mix paint for Special Projects.

II RESPONSE FORMAT

APS will establish a committee for purposes of proposal evaluation which may include representatives from using departments, Procurement Division or other interested parties. Each response to this BID will be subject to the same review and assessment process. APS will not consider the proposal of any offeror who cannot fulfill the requirements of this solicitation. You may also include any additional information which you feel to be pertinent.

APS will consider cost in the evaluation process. All product supplied to APS shall be in good condition and meeting all specifications. Quality is of prime consideration. Paint quality will be main determining factor in the testing of the latex semi-gloss enamel done by the M&O Paint Shop staff. **A list of commonly used products follows. Please provide your companies detailed price list for these items, for evaluation purposes please provide pricing per gallon for each item on the list. Bidders must bid on all items on list. Failure to bid on all items may result in rejection of bid submittal.** Please indicate the products and pricing that will remain firm during the life of the contract. Please discuss the product lines which you will provide if awarded this contract. Bidder shall furnish the most current product data specification sheets supporting and certifying the claimed criteria that has been entered next to the paint being offered. **Failure to submit data specification sheets for each item with this bid shall render the bid non-responsive and will be rejected.**

There may be occasions where only a quart of paint is needed, for example to cover up graffiti; therefore we would request that you also submit pricing per quart for all applicable items. Please submit your companies list and price list under separate cover.

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GENERAL REQUIREMENTS CONTINUED:

APS is also interested in the use of “green (Low VOC) products” that your company may provide in reference to this contract. Please submit specifications and pricing for any “green products” that may be used within this contract. These prices are not part of the pricing evaluation but may be considered in evaluating the comprehensiveness and completeness of the bid submittal.

APS uses more interior semi-gloss latex enamel than any other single paint. Please identify your product in this category and include the formula with your response. If this is proprietary information, please note that in your response. How often does a product formula change and under what conditions? How and when do you notify your customers of a change in formula?

Paint products will be “lead free” per OSHA regulations, not greater than the level of laboratory analytical detection. Reminder that all products are listed in “MPI” Approved Products List.

Bidder(s) must provide a detailed list of all store locations and contact person(s) located in the APS coverage area. Companies that have more locations will be given more consideration so that transportation costs for our departments and painting contractors are kept at a minimum and they don’t have to go long distances to get the paint to the work site.

New Mexico Resident Bidding Preferences: There are two preferences that New Mexico companies can use for bidding advantage for this contract. Please note that these 2 preferences are not cumulative.

VETERANS PREFERENCE

Policy effective July 1, 2012.

In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 resident veterans businesses are to receive the following preferences:

1. Resident veterans businesses with annual revenues of \$1M or less are to receive a 10% preference discount on their bids and proposals.
2. Resident veterans businesses with annual revenues of more than \$1M but less than \$5M are to receive an 8% preference discount on their bids and proposals.
3. Resident veterans businesses with annual revenues of more than \$5M are to receive a 7% preference discount on their bids and proposals.

This preference is separate from the current instate preference and is not cumulative with that preference. However, veteran businesses will still receive the in state preference once the veteran's preference cap is exceeded.

All public solicitations must contain the attached "Resident Veterans Preference Certification". Also, please attach vendor preference certificate to your bid response.

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GENERAL REQUIREMENTS CONTINUED:

RESIDENTIAL PREFERENCE

Policy effective January 1, 2012

GOVERNOR MARTINEZ SIGNS SB1 – IN-STATE PREFERENCES

As of October 5, 2011, applications for in-state preference will no longer be processed through the State Purchasing Division. Per Senate Bill 1, signed by Governor Martinez on October 5, 2011, all New Mexico resident businesses and contractors that wish to obtain a five percent bidding advantage on all state contracts are required to obtain a valid resident business certificate or resident contractor certificate issued by the NM Department of Taxation & Revenue. This policy is effective January 1, 2012. For additional information please call 505-827-0951. Please attach resident certificate to bid response.

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Please provide the manufacturer, item/catalog numbers for each product along with your price. Reminder you must bid all items listed below. Please provide data specification sheets for each product with your bid.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>EVALUATION POINTS</u>	<u>UNIT PRICE</u>
001	Interior Latex Semi-Gloss Enamel	Gal	10	\$ _____
002	Acrylic Low VOC Interior/Exterior Semi-Gloss	Gal	6	\$ _____
003	Interior/Exterior Oil Based Enamel	Gal	5	\$ _____
004	Exterior Flat Latex	Gal	5	\$ _____
005	All Purpose Primer-Water Base And Oil Base	Gal	6	\$ _____
006	Traffic Paint Oil Base: White	Gal	5	\$ _____
	Traffic Paint Oil Base: Blue	Gal	5	\$ _____
	Traffic Paint Oil Base: Black	Gal	5	\$ _____
	Traffic Paint Oil Base: Yellow	Gal	5	\$ _____
	Traffic Paint Oil Base: Red (ability to make Green) (Please bid each color)	Gal	5	\$ _____
007	Interior Flat Latex	Gal	4	\$ _____
008	Interior Satin Latex Enamel	Gal	4	\$ _____
009	Interior/Exterior 100% Acrylic Gloss Latex Enamel	Gal	4	\$ _____
010	Exterior Latex Semi-Gloss Enamel	Gal	4	\$ _____
011	Interior/Exterior Gloss Floor Paint	Gal	4	\$ _____
012	Interior/Exterior Oil Semi-Gloss Enamel	Gal	4	\$ _____
013	Interior/Exterior Oil Enamel	Gal	4	\$ _____
014	KILZ Original: primer (Stain Blocker)	Gal	4	\$ _____
015	Paint Thinner	Gal	3	\$ _____
016	Pastel Colors	Gal	2	\$ _____

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017	Medium Tint Colors	Gal	2	\$ _____
018	Deep-tone Tint Colors	Gal	2	\$ _____
019	Accent Tint Colors	Gal	2	\$ _____
020	Discount offered off regular published Price list: other interior/exterior paints, primers, varnishes, stains & thinners for both gallons and quarts if different.	%		_____ %
021	Discount offered off regular published price List: painting related sundries, i.e. brushes, rollers, tape, lambs wool, caulk and drywall.	%		_____ %

Sundries and other Miscellaneous

The following list is not intended to be comprehensive, but to give the potential contractor some idea of the variety of items which may be called for, including but not limited to such items as sandpaper, ladders and accessories, sprayers, masking tape, polyfilm, rollers and roller covers, buckets, strainers, gloves, face masks, drop cloths, scrapers and blades, utility brushes, wallboard tools, cheese cloth, sponges, pumice, steel wool, joint compound, patching materials, putty, linseed oil, mineral spirits, rags, trays, etc.

Detail the pricing structure which you will use to service the APS account. **The proposed method shall be at a discount from list** and is subject to further negotiation/clarification prior to any award. Submit with your proposal a representative list of materials, or inventory, catalog, etc. with the corresponding discounts from list. with the pricing formula clearly illustrated. Note that pricing for APS must apply to all materials. Be specific. Cover all aspects of the contract. Discuss also how a specialty product purchase will be priced. A discount(s) from list price is preferred. However, the list must be in common use either for the contractor's general clientele or other government accounts.

Prices artificially derived for APS will not be acceptable. "List" is defined as an established catalog or schedule of prices in a form regularly maintained by the manufacturer and published or otherwise available for customer inspection. APS will consider no price increase without proper documentation. Adjustments must be approved prior to implementation. Price increases will not be unique to APS. The district will pay fair market value only; consequently, price decreases will also apply. Invoicing must correspond to the agreed upon price structure. Contractor must be prepared to show proof of the "list", for example, if cost will be determined by a discount. Do not include any taxes in your pricing structure. Tax rates will fluctuate as determined by law and will be paid to the contractor as applicable by APS. Add to invoice as a separate item with a grand total clearly set forth.

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APS must also receive current Material Safety Data Sheets (MSDS) as necessary during the life of the contract. Do you have procedures in place which will allow for provision of and updating of this type of information in a timely manner? What firm is responsible for the information?

An emphasis will be placed on correct invoicing. Pricing will match the contract to the penny. Contract compliance is essential to this contract. Vendor must provide Procurement and M&O Support a system so that pricing compliance can be made on every invoice. Please describe how your company can facilitate this process in a timely and efficient method.

PRODUCT TESTING

Since the interior semi-gloss enamel has the highest usage and therefore potential cost savings, each prospective contractor must deliver to APS Procurement one (1) gallon of their interior semi-gloss latex enamel that they are bidding on. The product should be delivered on or before the bid opening. The product testing will be done internally by the M&O Paint Shop staff. APS Procurement will provide a series of questions and scoring sheets for each product as APS painters apply one coat of paint to a designated area. The applications will be alike for all prospective contractors i.e. plain wall, graffiti wall, door jamb. M&O Paint Shop will then forward the results to APS Procurement for inclusion in the scoring.

BASIS OF AWARD

Award(s) will be based primarily upon best bid price list for comparable list/product or group of products which will be weighted at 75% and secondarily on the product testing evaluation scores which will be weighted 25% for evaluation purposes. Delivery, comprehensiveness and currency of price list(s), walk-in trade and the best interests of the District may be factors in bid award. Sample product will be required for testing purposes and such product will be furnished at the sole expense of the contractor. Laboratory or similar product analyses, if necessary, will be at the expense of APS. Facility visits may also be scheduled.

Pricing will be scored by the following criteria:

$$\frac{\text{Lowest bid cost}}{\text{Offeror bid cost}} \times \text{evaluation points (listed on price list)} = \text{awarded points}$$

Final Score will then be calculated for each vendor, highest possible score is 100. Bids will then be ranked by this score. Discount from lists requested on price list will then be reviewed and evaluated for best value and to ensure that each bidder is in the competitive range. These discounts will not be factored in the scoring and evaluating process.

In the event APS receives comparable pricing structures and evaluation scores, then APS may choose to (1) award to the vendor who submits the more comprehensive price lists or (2) make multiple awards in that category. APS reserves the right to make multiple awards to insure adequate coverage of service/or in the best interest of the District.

Bidder's signature on this form confirms that bidder is an authorized New Mexico dealer/distributor for items bid. Use the space below to indicate which manufacturers have **NOT** granted your company full dealership/distributorship rights.

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APPENDIX A

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

CONFLICT OF INTEREST

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

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:

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

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

Signature: _____

Name of Person Signing (typed or printed): _____

Title: _____

Date: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____

**BID No. 14-001SC-SL
FULL SERVICE PAINT AND RELATED PRODUCTS**

OFFEROR'S AGREEMENT

ATTACHMENT 1

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

PLEASE RETURN THIS PAGE COMPLETED IN FULL WITH YOUR OFFER.

NAME OF FIRM OR OFFEROR _____

STREET ADDRESS _____

PO BOX _____

CITY/STATE/ZIP CODE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

AUTHORIZED SIGNATURE _____

TYPE OR PRINT NAME OF ABOVE

TITLE

**BID No. 14-001SC-SL
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ATTACHMENT 2

BID SUBMITTAL REQUIREMENTS AND CHECK LIST

Please submit your completed proposal, 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 RFB.

- _____ Bid Price List: (per gallon) (pgs. 13-14), (discount from list) (pg. 14)
- _____ Pricing for Quarts (pg. 11)
- _____ Specifications/Pricing-Green Products (pg. 11)
- _____ Detailed list of store locations and store contacts (pg. 12)
- _____ Completed Conflict of Interest Form (See Appendix A, pgs. 16, 17)
- _____ Campaign Contributions Form (pg. 21, 22)
- _____ Resident/Veteran Certificates (pg. 12)
- _____ Completed Offeror's Agreement Form (Attachment 1, pg. 18)
- _____ Bid Submittal Requirements and Check List (Attachment 2, pg. 19)
- _____ Terms and Conditions (Signature Page) (pg. 23-25)

Resident Veterans Preference Certification

Bid #: 14-001SC-SL
FULL SERVICE PAINT & RELATED PRODUCTS

_____ (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 \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

"In conjunction with this procurement and the requirements of this business" application for a Resident 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 No. 14-001SC-SL
FULL SERVICE PAINT AND RELATED PRODUCTS

ALBUQUERQUE PUBLIC SCHOOLS - BOARD OF EDUCATION

TERMS AND CONDITIONS

Preparation of Bids

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

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

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

General

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

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

Award

Award(s) will be made to the low responsible and responsive bid(s) taking into consideration prior qualifications and capabilities of the bidder, availability of funds and any other relevant factors.

APS reserves the right: (1) to award bids received on the basis of individual item(s), or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bid(s) and (4) to accept the bid(s) that is in the best interest of APS.

APS will take advantage of prompt payment discounts whenever possible; however, these will not be used as award criteria.

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

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 alleges 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/Veterans Certification No(If Applicable): _____

Name of Firm _____

Address _____

Email: _____

Area Code and Telephone No. _____

Area Code and Fax No _____

Federal ID No.: _____