



**ALBUQUERQUE PUBLIC SCHOOLS**

Procurement Division

Winston Brooks  
SUPERINTENDENT

Mark Heckart, CPM  
DIRECTOR/PROCUREMENT OFFICER

February 22, 2012

**BID:** 12-057GR-MC Grand Pianos

**DATE:** March 6, 2012

**TIME:** 11:00 a.m.

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

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

**CONTACT:** Gustavo Rossell, District Buyer  
[Rossell@aps.edu](mailto:Rossell@aps.edu) (505) 878-6125

**SPECIAL INSTRUCTIONS:** Complete Bid/RFP documents as required. Your response must be received in the APS Procurement Department prior to the specified date and time regardless of delivery option selected. **Late bids are not accepted and will be returned un-opened.** To ensure proper identification and handling, clearly indicate the Bid/Proposal Number and the Opening Date and Time on the outside of the sealed response envelope.

MC

**BID NO. 12-057GR-MC**  
**GRAND PIANOS**

**INTENT:** Albuquerque Public Schools (APS) invites you to bid on **Grand Pianos** in accordance with the attached specifications.

**INFORMATION FOR BIDDERS**

1. **Contract Documents:** The bidding information included in this packet and listed below constitutes the contract documents. The bidder's signature signifies his full understanding of the terms and conditions of this bid. The award of the contract shall be made by a Blanket Purchase Order issued by APS to the contractor and shall bind the contractor to the terms of the contract documents.

- Information for Bidders
- General Terms and Conditions
- General Conditions
- General Requirements
- Specifications and Pricing
- Conflict of Interest and Debarment/Suspension Certificate Form
- Terms and Conditions (Signature Page)

2. **Preparation of Bids:** Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in with ink or typewritten. Corrections shall be initialed in ink by the person signing the bid. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the bidder and the bid number as listed on the Bid Invitation. Improper identification may result in premature opening of, or failure to open bid. **An authorized representative of the company must sign the bid. Bids not signed will be considered non-responsive and rejected.**

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

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

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

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

**BID NO. 12-057GR-MC  
GRAND PIANOS**

**INFORMATION FOR BIDDERS CONTINUED**

5. **Familiarity with Conditions:** Clarification of bidding procedures may be made by contacting APS Procurement Division, Gustavo Rossell, District Buyer, telephone number (505) 878-6125; clarifications of technical aspects may be made by contacting APS Fine Arts, Luis Delgado, Specialist (505) 880-8249, ext. 338. **Bidders must have acquainted themselves with all conditions affecting this contract before submitting a bid.** No claim shall be made nor will one be allowed the contractor for negligence, misunderstanding, or error in this regard.

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

6. **Conditional Bids:** Bids in which acceptance is in some manner restricted or conditioned by the bidder will be reviewed by APS. If the limitations imposed are not in the best interest of APS or are prejudicial to other bidders, bid will be rejected
7. **Multiple Offers:** APS will not select from multiple offers on a single document. If bidder offers more than one brand and/or price per item, the (1) as specified or the (2) most expensive will be considered as the primary bid. Other offers will not be evaluated unless the primary bid is low in its own right. If you wish to offer an alternate bid in addition to your regular bid, make extra copies of the necessary pages (including the signature pages) and submit as Bid #2. Each bid must stand-alone and comply with the terms and conditions of the contract.
8. **Records:** Records shall be maintained by the contractor in compliance with municipal, federal, or state laws, ordinances, codes, and this contract. At any time during normal business hours and as APS may deem necessary, there shall be made available to APS for examination all of contractor's records with respect to all matters covered by this agreement. APS may audit, examine and/or make excerpts or transcripts from such records including by not limited to invoices, materials, payrolls, records of personnel, conditions of employment or any other such data as may be pertinent.
9. **Awards:** APS reserves the right 1) to award bid received on the basis of individual items, or groups of items, or on the entire list of items; 2) to reject any or all bids or any part thereof; 3) to waive any informality in the bids; and 4) to accept the bid that is in the best interest of APS. Bid award will be made to the low responsible and responsive bid taking into consideration prior qualifications and capabilities of the bidder, availability of funds and any other relevant factors. **It is the responsibility of the bidder to inquire as to the status and/or subsequent award of bids.**
10. **Tax Requirements:** APS holds a Class 9 Tax Exemption Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued on request.

**BID NO. 12-057GR-MC  
GRAND PIANOS**

**INFORMATION FOR BIDDERS CONTINUED**

11. **Protest:** Any bidder, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Procurement Division, Albuquerque Public Schools. The protest shall be submitted in writing fifteen (15) calendar days after the fact or occurrences giving rise thereto.
12. **The Procurement Code:** The Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks. If your company is approached by any person seeking to receive favors, gratuities, kickbacks, either monetary or in kind, in connection with the performance of this contract, please contact the Purchasing Director at (505) 878-6112 or the Director of Internal Audit at (505) 880-3724
13. **Promotional Gifts and Activities:** APS policy prohibits the distribution of jackets, shirts, caps or any other clothing items with company or product logo or any other form of advertising to its employees. Furthermore, APS employees are prohibited from entering drawings, contests, or other promotional/advertising activities with vendors or potential vendors in connection with a procurement action.

**GENERAL TERMS AND CONDITIONS**

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

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

It is mutually understood and agreed that the successful bidder(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his 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 musical instruments and equipment which do not meet specifications indicated in Bid at bidder's expense. Bidder guarantees that musical instruments and equipment delivered are standard, new, and regular stock.

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

**BID NO. 12-057GR-MC  
GRAND PIANOS**

**GENERAL CONDITIONS**

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

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

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

3. **Purchase Order and Invoicing Procedures:** Following bid award, a Purchase Order (PO) will be issued to the successful bidder(s) on all awarded bid materials. Actual quantities of award materials requested by APS and delivered by bidder will be charged to a Purchase Order number referencing the PO. 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.

All itemized invoices must clearly reference appropriate bid pricing, item number, and PO number and shall be submitted to Accounts Payable, P.O. Box 25704, Albuquerque, New Mexico 87125, telephone number (505) 880-3769.

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.

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

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GRAND PIANOS**

**GENERAL REQUIREMENTS**

1. **Scope of Work:** The purpose of this bid is to establish pricing for pianos delivered to various schools or sites (see attached addresses). The quantity requested is for immediate purchase as indicated on the pricing pages; however, new items, which may become available over the life of the contract, may be added if the product is representative of the materials requested by this bid. **PLEASE DO NOT BID UNLESS YOU HAVE AUTHORIZATION TO SELL GRAND PIANOS IN THE STATE OF NEW MEXICO AND ARE A LEGITIMATE REPRESENTATIVE OF THE ITEMS REQUESTED.**
  
2. **Contract Period:** Any contract issued as a result of this solicitation will be in effect for a six (6) month period after date of award. Contingent upon funding and mutual agreement of the parties, contract may be extended two (2) additional six (6) month periods. *Price escalation will be considered for the renewal periods only upon receipt of written request from contractor stating reason for escalation request and the amount being requested.* Justifying documentation must accompany price escalation request. Escalation will not be allowed for any reason not related to market conditions related to the Scope of Work. If prices should decrease in the market, APS should benefit from any market fluctuation which would derive savings. Contractor may decline renewal with no penalty and APS will re-bid.
  
3. **Pricing:** The contractor agrees that all prices, terms, warranties and benefits are comparable to any present customer meeting the same qualifications or requirements. All pricing to include costs, insurance, and freight delivered to various Schools. F.O.B. "destination" including cost, insurance, and freight. F.O.B. "destination" shall be interpreted as final site as specified by APS. **BIDDER OWNS GOODS IN TRANSIT.**
  
4. **Delivery:** Please coordinate delivery with APS Fine Arts Specialist, Luis Delgado, telephone number (505) 880-8249, ext. 338. No delivery shall be made without reference to the APS purchase order number assigned. Contractor shall be responsible for any loss or damage or both to the personal property occurring prior to its receipt by the consignee at the named point of delivery. Contractor shall require the signature of APS personnel receiving the product above.

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

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

What is your realistic date of delivery after receipt of order? \_\_\_\_\_

APS reserves the right to make multiple awards as necessary in order to have full coverage of all musical instruments. It is not necessary to bid on each item in order to be considered.

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

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**GENERAL REQUIREMENTS CONTINUED**

**Standards:** Musical instruments shall be of the latest type and model in current production. All parts and components not specifically mentioned but that are required for a complete unit shall not be removed or omitted for the reason that the bid did not itemize a particular detail. All units shall conform in design, strength, and quality of material and workmanship to the highest standards of engineering practice. Dimensions, weight, etc. are to be considered approximate insofar as lesser tolerances do not compromise the intended use or safety of the musical instruments.

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

6. **Substitutions:** If bidder proposes to furnish materials other than the brand(s) specified, return bid must include complete product literature and technical data or bid will be deemed non-responsive and thus, disqualified. Attention is drawn to the **"Specifications Exception Form", on page 8**. Use this page to make a full explanation as to how the product(s) offered will meet the intent of the bid. Please make clear any differences between the bid specifications and your product. APS may also require product demonstration.
7. **Demonstration:** Bidder should be prepared to make available to APS on demand an actual specimen of any intended item for its inspection. "Actual specimen" is defined as either the exact item or a reasonable configuration with variation readily apparent.
8. **Product Literature/Technical Specifications:** Successful bidder(s) must provide catalogs, brochures, cross-reference sheets and/or related literature as needed by APS.
9. **Warranty/Guarantee:** All bidders must guarantee full satisfaction of their products' use or permit unsatisfactory product to be returned collect for full money refund. Bidders will replace damaged items at no cost to APS.

Warranty terms shall be stated where requested on the bid and must be, as a minimum, the manufacturer's best preferred warranty.

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

\_\_\_\_\_

Who is responsible for packing/transporting musical instruments to service site?

\_\_\_\_\_

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GRAND PIANOS**

**GENERAL REQUIREMENTS CONTINUED**

**Warranty/Guarantee Continued**

Discuss any extended warranty service(s) that may be available and the cost for such services.

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Is your firm an authorized distributor? \_\_\_\_\_



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

**SPECIFICATIONS EXCEPTION FORM  
MUSICAL INSTRUMENTS AND EQUIPMENT ON DEMAND**

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

Bid on materials, supplies, or equipment with varying specifications may be considered by Albuquerque Public Schools. However, in the interest of fairness and sound business practice it should not be the responsibility of APS to probe for information concerning items which you intend to furnish. Therefore, if your bid differs from the specifications or if you take 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

I do not meet specifications:

\_\_\_\_\_  
Signature

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**APPENDIX A**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

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

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

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

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

**“Person”** means any corporation, partnership, individual, joint venture, association or any other private legal entity.



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**APPENDIX B**

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

**CONFLICT OF INTEREST**

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

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

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

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**OFFEROR'S AGREEMENT**

**ATTACHMENT 1**

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

PLEASE RETURN THIS PAGE COMPLETED IN FULL WITH YOUR OFFER.

NAME OF FIRM OR OFFEROR \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

PO BOX \_\_\_\_\_

CITY/STATE/ZIP CODE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

\_\_\_\_\_  
TYPE OR PRINT NAME OF ABOVE

\_\_\_\_\_  
TITLE

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**ATTACHMENT 2**

**BID SUBMITTAL REQUIREMENTS AND CHECK LIST**

Please submit your completed proposal, including the 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.

- \_\_\_\_\_ Questions (page 5, 6, 7)
- \_\_\_\_\_ Specifications Exceptions Form (page 8)
- \_\_\_\_\_ Completed Campaign Contribution Disclosure Form (See Appendix A, Pgs 9, 10)
- \_\_\_\_\_ Completed Conflict of Interest Form (See Appendix B, pgs 11, 12)
- \_\_\_\_\_ Completed Offeror's Agreement Form (Attachment 1, page 13)
- \_\_\_\_\_ Bid Submittal Requirements and Check List (Attachment 2, page 14)
- \_\_\_\_\_ Terms and Conditions (pages 15 - 18)
- \_\_\_\_\_ Pricing Section (page 1)

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**ALBUQUERQUE PUBLIC SCHOOLS - BOARD OF EDUCATION**

**TERMS AND CONDITIONS**

**Preparation of Bids**

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

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

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

**General**

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

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

**Award**

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

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

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

New Mexico procurement law provides for a five percent (5 %) residential preference. A bidder who meets state requirements shall be awarded a contract in preference to a non-resident bidder whenever the resident contractor,



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whose bid is nearest to the low bid of the non-residential contractor, is made lower when multiplied by a factor of .95. This does not apply when federal funds are being used. Any New Mexico firm claiming preference will insert its residential reference number as issued by the State Purchasing Department in the appropriate space. Provision of the number will be the responsibility of the contractor.

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

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

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

**Packing, Shipping and Invoicing**

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

The purchase order number, vendor's name and user's name and location shall be shown on each packing and delivery ticket, pack-age, bill of lading and any other correspondence in connection with any shipment. The user's count will be accepted by the Seller as final and conclusive on all shipments not accompanied by a packing list. All invoices shall reference the order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices are required for each shipment.

Bidder shall be paid upon submission of acceptable invoices for materials, supplies or services delivered and accepted. Invoices must be accompanied by transportation receipts or facsimiles, if transportation is payable and charged as a separate item.

**Patent Indemnity**

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

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GRAND PIANOS**

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 kickbacks.

**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

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GRAND PIANOS**

deemed for the convenience of APS, unless APS shall determine that the item(s) or service(s) were obtainable from other sources in sufficient time to meet required delivery schedule.

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

**Contingency**

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

**Other Applicable Laws**

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

**Non-Collusion**

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

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

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

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

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

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

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

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

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

Area Code and Fax No.: \_\_\_\_\_

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

GRAND PIANOS

Item No.	Quantity	Description	Unit Price	Total
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1.	5	<p>Grand Piano (5'3"): <u>Construction</u> to be as #1 string length 46.5"; 1736 square inch solid spruce soundboard (permanent crown soundboard, dried to 4.5% equalized moisture content); full length ribs glued into the inner rim; vacuum shield process plate; adjustable plate mounting system; complete tone collector system with dovetail joinery; "Humid-a Seal" pin block with 3 thick inner laminations, quarter sawn, high-frequency glued, thermo-setting resin; 6.9mmX62.0mm cut thread tuning pins; hammer felt to be from 24 lb. Wool, duplex scaling; reinforced key frame pin with adjustable guide; all hardwood action parts (no synthetic or composite); individual hammer rests; solid spruce weighted keys; 4 back posts (3 radial &amp; 1 treble) to be from Menglukand or European Beech woods; 3 (shift, sostenuto, sustain) pedals;</p> <p><u>Dimensions</u> to be Width: 59"/149cm, Depth: 5'3"/161cm, Height:40"/101cm, Weight: 639 lbs. Key Surfaces to be White: Ivorite and Black: Wood composite; <u>Cabinet</u> to be resin surface sheet with polyester finish; 3 lid prop positions, lid prop safety stop; soft close fallboard; sculpted lid edge; felted music desk for use on top of piano; solid brass caster. <u>To include bench, cover, heavy duty "spider" Y-shaped dolly and 10 year material and workmanship warranty.</u> To be seasoned to the United States market. <b>To be as Yamaha Conservatory Series-C1 or equal.*</b></p>		
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**\*If a substitution is offered, APS reserves the right to inspect and play upon the substitute piano to determine equivalency by sound and construction. Equivalency is determined at the sole discretion of APS` musical expert(s) conducting the testing. Vendor must arrange for a demonstration / testing, of any offered substitute, to be conducted by our APS musical expert(s). Vendor is responsible for any / all expenses incurred in such arranged demonstration.**

Brand and Model Bid

- Distribution:
- 1 ea. – Atrisco Hertiage Academy H.S. Music Department
  - 1 ea. – Eldorado High School Music Department
  - 1 ea. – Highland High School Music Department
  - 1 ea. – Sandia High School Music Department
  - 1 ea. – Valley High School Music Department

## 12-057GR-MC Grand Pianos    APS - High School Phone List

High School	Principal	Address	Phone	Email	Fax
Atrisco Heritage Academy HS Music Dept.	Karen Sanchez-Griego	10800 Dennis Chavez Blvd. SW 87121	243-1458x60015	<a href="mailto:griego_ka@aps.edu">griego_ka@aps.edu</a>	873-1041
Eldorado HS Music Dept.	Martin C. Sandoval	11300 Montgomery Blvd. NE 87111	296-4871x1210	<a href="mailto:sandoval_m@aps.edu">sandoval_m@aps.edu</a>	291-6809
Highland HS Music Dept.	Scott Elder	4700 Coal Ave. SE 87108	362-9113	<a href="mailto:elder_s@aps.edu">elder_s@aps.edu</a>	348-8503
Sandia HS Music Dept.	Katy Harvey	7801 Candelaria NE 87110	294-1511	<a href="mailto:catherine.harvey@aps.edu">catherine.harvey@aps.edu</a>	291-6878
Valley HS Music Dept.	Anthony Griego	1505 Candelaria NW 87107	344-7250x82001	<a href="mailto:griego_a@aps.edu">griego_a@aps.edu</a>	761-8429

Loc
576
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