



**ALBUQUERQUE PUBLIC SCHOOLS**

Procurement Division  
*Expect Great Things!*

Mark Heckart, CPM  
EXECUTIVE DIRECTOR/PROCUREMENT OFFICER

Dr. Brad Winter  
Interim Superintendent

**February 17, 2015**

**Bid:                      15-049AM-SL                      Grass Seed and Fertilizer**

**DATE:                      March 11, 2015**

**TIME:                      10:00 a.m.**

**LOCATION:**                      Albuquerque Public Schools  
**(Address for**                      Procurement Department  
**Hand or Courier**                      6400 Uptown Blvd NE Suite 500 E  
**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.)  
**PLEASE NOTE OUR NEW ADDRESS CHANGE**

**CONTACT:**                      **Abigail C. Manzanares, Junior Buyer**  
**[manzanares\\_a@aps.edu](mailto:manzanares_a@aps.edu)** (505) 878-6120

**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.

*AN EQUAL OPPORTUNITY EMPLOYER*

**BID 15-049AM-SL  
GRASS SEED AND FERTILIZER**

**I. INFORMATION FOR BIDDERS**

**INTENT:** Albuquerque Public Schools (APS) invites you to bid on grass seed and fertilizer for the Maintenance and Operations Department, in accordance with the attached specifications.

**1.1 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 Price Agreement (PA) issued by APS to the contractor and shall bind the contractor to the terms of the contract documents.

- Information for Bidders
- General Terms
- General Conditions
- General Requirements
- Appendix A: Product Specifications and Pricing
- Appendix B: Resident, Veterans Preference Signature Page and Certification
- Appendix C: Campaign Contribution Disclosure Form
- Appendix D: New Mexico Employees Health Coverage
- Appendix E: Conflict of Interest and Debarment/Suspension Certificate Form
- Appendix F: Specifications Exception Form
- Appendix G: Offeror Information/Signature Page and W9
- Appendix H: APS Terms and Conditions
- Appendix I: Bid Submittal Requirements and Check List
- Proof of Liability Insurances
- Addendums, if applicable

**1.2 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. See also Appendix I. Improper identification may result in premature opening of, or failure to open bid. **An authorized representative of the company must sign all bids.**

**1.3 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.

**1.4 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 that applies to APS personnel shall be deemed to be in force for contractor's work force occupying any work site.

**1.5 Familiarity with Conditions:** Clarification of bidding procedures may be made by contacting APS Procurement Division, Abby Manzanares, Jr. Buyer, telephone number (505) 878-6120, or email: [manzanares\\_a@aps.edu](mailto:manzanares_a@aps.edu). For clarifications of the specifications or other technical aspects of this bid, please submit any requests via email. Technical questions related to the bid commodities may be made by contacting APS Maintenance and Operations Department Manager, Jerry Lee Ebner, telephone number (505)765-5950 ext.27, or Lonnie McGhee, telephone number (505)765-5950 ext.20. **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.

**1.7 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.

**1.8 Conditional Bids:** Bids in which acceptance is in some manner restricted or conditioned by the bidder will be reviewed by APS. If the limitations imposed are not in the best interest of APS or are prejudicial to other bidders, bid will be rejected.

**1.9 Records:** Records shall be maintained by the contractor in compliance with municipal, federal, or state laws, ordinances, codes, and this contract. At any time during normal business hours and as APS may deem necessary, there shall be made available to APS for examination all of contractor's records with respect to all matters covered by this agreement. APS may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment or any other such data as may be pertinent.

**1.10 Awards:** APS reserves the right 1) to award bid(s) 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 multiple bids that are in the best interest of APS. Bid award will

be made to the low responsible and responsive bid(s) taking into consideration prior qualifications and capabilities of the bidder(s), 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.**

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

**1.12 Insurance:** During the life of the contract, the awarded Contractor shall maintain the following liability insurances, with limits as established by the New Mexico Tort Claims Act. Contractor shall provide APS with proof of such insurance as a condition precedent to the execution of this contract. Contractor must furnish proof of coverage to the APS Procurement Officer prior to official contract award. If any policy changes occur during the life of contract, it is the contractor's responsibility to provide updated proof of coverage to the APS Procurement Department

Contractor also agrees to notify APS immediately if such insurance is out of force for any reason at any time during the life of the contract. 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:

**1.12.1 Workers' Compensation Insurance:** As required by the Labor Laws and the New Mexico Statutes.

**1.12.2 Liability Insurance:** The Contractor shall procure and maintain during the life of the contract, a General Liability Insurance Policy written with APS, its officers, agents, and employees as additional insured with the following limits:

- \$1,000,000.00 Bodily Injury and Property Damage per occurrence
- \$1,000,000.00 Bodily Injury and Property Damage aggregate

**1.12.3 General Liability Insurance:** General Liability Insurance shall be provided with the following minimum limits:

- \$1,000,000.00 General Aggregate
- \$1,000,000.00 Products/Completed Operations Aggregate
- \$1,000,000.00 Personal Injury and Advertising Injury
- \$1,000,000.00 Each Occurrence
- \$50,000.00 Fire Damage (any one fire)

This policy must include premises/operations, independent contractors, products and completed operations, contractual liability covering the contract, broad from property damage including completed operations, personal injury and underground coverage if the project requires underground operations.

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

- \$1,000,000.00

- 1.12.5 Indemnification:** Agree to defend, indemnify, and hold harmless APS and its officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties as a result of any services performed by the Contractor under this agreement. If any policy changes occur during the life of contract, it is the contractor's responsibility to provide updated proof of coverage to the APS Procurement Division.
- 1.13 Protest:** Any bidder, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Procurement Division, Albuquerque Public Schools. The protest shall be submitted in writing fifteen (15) calendar days after the fact or occurrences giving rise thereto.
- 1.14 The Procurement Code:** The Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks. 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.
- 1.15 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.

## **II. GENERAL TERMS**

- 2.1** 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.
- 2.2** 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 on contract.
- 2.3** 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.
- 2.4** Albuquerque Public Schools reserves the right to return supplies which do not meet specifications indicated in Bid at bidder's expense. Bidder guarantees supplies delivered are standard, new, regular stock, and living, as applicable.
- 2.5** Failure to examine any specifications and/or instructions will be at bidder's risk.

### III. GENERAL CONDITIONS

**3.1 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.

**3.2 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.

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.

**3.3 Purchase Order and Invoicing Procedures:** Upon award, APS will issue a Price Agreement (PA) which shall bind the contractor to the terms of the bid. Purchase order will accommodate multiple billings for the life of the contract. SPO's or direct purchase orders will not be used. Invoices must be itemized and reference the (PA) number as well as the name of the school and project. Unidentified invoices will be returned to the contractor. Original or billing copy Invoices must be sent to Albuquerque Public Schools, P.O. Box 25704, Albuquerque, NM 87125 Attention: Accounts Payable. One copy is also to be sent to Jerry Lee Ebner or Lonnie McGhee in the Maintenance and Operations Department. The Bid number and PA number must be on all Contractor's invoices; invoicing must be easily verifiable and traceable to contract.

All itemized invoices must clearly reference appropriate bid, pricing, item number, and PO number, and shall be submitted in duplicate to APS Maintenance and Operations, Attn: Billie Salas, 915 Locust SE, Albuquerque NM 87106.

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.

**3.4 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.

## IV. GENERAL REQUIREMENTS

**4.1 Scope of Work:** The purpose of this bid is to establish pricing for product on demand. Orders will be placed as needs develop. Delivery will be to the Maintenance and Operations Warehouse Facility located at 915 Locust SE, Albuquerque NM 87106. Contractor may, on occasion, be required to deliver to a particular job site. Only pallet delivery will be accepted. Pallets will remain the property of the supplier and will be returned by APS. **PLEASE DO NOT BID UNLESS YOU HAVE AUTHORIZATION TO SELL GRASS SEED AND FERTILIZER IN THE STATE OF NEW MEXICO, AND ARE A LEGITIMATE REPRESENTATIVE OF THE ITEMS REQUESTED.**

**4.2 Contract Period:** Any contract issued as a result of this solicitation will be in effect for a fifty-two (52) week period with an option to renew for three (3) additional fifty-two (52) week periods. Renewal is contingent upon funding and mutual agreement of the parties thereof. Bidder may decline renewal and APS will rebid. Price escalation will be considered for the renewal year only upon receipt of written request from contractor stating reason for the escalation request and the amount being requested. Price escalation will require documentation and will be allowed only for reasons related to market conditions. If prices should decrease in the market, APS should benefit from any market fluctuation which would derive savings. Although this contract is being bid on behalf of APS Maintenance & Operations Grounds and Landscaping Department, individual schools/departments, state agencies or local public bodies will be referred to the successful Contractor in the event of requirements that can be adapted to the specific items awarded.

Request(s) NOT defined in Scope of Work: Contractor shall be held responsible to NOT fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer. APS does, however, reserve the right to negotiate with the successful bidder(s) for pricing on items related to this contract but not specifically named herein. In the event a purchase is made as a result of such negotiations, the contract shall be amended to reflect the new items(s) and pricing structure.

**4.3 Pricing Structure/Weighted Value:** Bids are to be submitted according to the pricing structure on Appendix A, pages 11 thru 15. A per item weighted value is stated on these pages for award purposes. These values are proportional to expected usage of other items on the contract. This is not a commitment to purchase. All pricing will be 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.** Special shipping and handling charges e.g. UPS Blue label and the like when specifically requested by APS may be added at exact cost to the invoice.

**4.4 Safety:** The contractor shall take all necessary precautions to protect the site occupants from hazardous conditions. The contractor shall abide by all Occupational Safety and Health Administration (OSHA) regulations and all State of New Mexico Environmental Improvements Board Occupational Health and Safety regulations that apply to this contract. See Paragraph 1.12.5 Indemnification.

**4.5 Brand Names: Brand Names:** Brand names as may be noted are for the bidder's reference to the level of quality or characteristics desired. This is not a preference or an endorsement on the part of APS. APS will consider "or equal" product in evaluation. As Specified: is defined as the exact brand referenced in the description. Notations under brand/model number which indicate "A/S" or "As Specified" shall bind the bidder to furnish exactly that brand. Indicate your stock number(s) as may be applicable. "Inclusive" notations indicate that those items will be awarded as a group. If you are quoting another model/manufacturer, please include product literature and/or technical information adequate for APS to evaluate the quality and performance of the substitute product.



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.

**4.6 Quantities:** The estimated quantities as shown are a projected/proportional annual usage based on historical data. This is not a commitment to purchase. The information is included to provide a potential bidder with some idea of possible contract activity. If minimums are by manufacturer, please clearly state each manufacturer and the minimums. If minimums are by item, including packaging and case lots please state these minimums for that item on the bid specification/pricing sheet. Please clearly state your minimums and be as specific as possible. If nothing is stated, it will be assumed that no minimums are required. APS will conform to the vendor's packaging as to even pallets, etc.

What is your minimum order (quantity, dollars, etc.)? \_\_\_\_\_  
(If necessary use specifications sheets to state minimums)

Note your companies fax number for placing orders: \_\_\_\_\_

**4.7 Packaging:** APS will not require a vendor to break even cartons at time of order. The required quantity will be adjusted +/- to accommodate the vendor's stated packaging. If no adjustments are noted, packaging will be assumed to be as specified with no deviations. Leave no reasonable doubt as to what you intend to furnish in satisfaction of any potential order.

**4.8 Delivery:** 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.

Ship all orders in a single shipment whenever possible. Partial shipments of less than 25% of the order quantity for any line item will **not** be accepted and will be **returned to shipper at shipper's expense**. All items are for one shipment delivered to APS Maintenance & Operations Warehouse Facility, 915 Locust Street SE, Albuquerque, New Mexico 87106, and telephone number (505) 848-8853. **Supplier will be required to call Billie Salas, Support Services Manager at (505) 765-5950 ext. 214, 24 hours in advance to make delivery arrangements.**

Delivery 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 current lead-time after receipt of order? \_\_\_\_\_

**4.9 Pallet Requirements:** Any shipments received as a result of purchase orders generated from awards on this solicitation shall be palletized if the quantity of cartons in the shipment is more than twenty (20) and/or if the total shipment weight exceeds two hundred (200) pounds.

Palletized product(s) must be shrink-wrapped to avoid shifting in transit and during unloading. Palletized products must not exceed four feet in height. All palletized cartons shall have externally facing labels identifying cartons and quantity. It is acceptable to mix products on a single pallet as long as smaller quantities of like items are placed together toward the top and the entire pallet is stacked as may be physically and commercially sensible. APS and contractor will agree at time of delivery as to the number

of pallets involved. Contractor will invoice accordingly and credit promptly when pallets are returned. If pallets are not returned by APS, charges will be paid as billed. Pallet charges will not be considered in bid award.

Please specify your pallet charge. \$ \_\_\_\_\_

**Purchase orders will not specify palletizing requirements. Bidder's signature on this bid signifies understanding and acceptance of APS pallet requirements. APS reserves the right to reject shipments that are not palletized.**

**4.10 Samples, Product Information and Technical Specifications:** Please note the bid specifications enclosed in your regular bid envelope. Samples, product information and/or technical data are required when submitting a bid for items other than as specified. All samples will be furnished at the expense of the bidder including freight charges. APS does not provide written request for samples other than this bid. The burden of proof shall lie with the bidder. If the item specifications require samples other than as indicated in this clause, the specifications shall govern. **Sample product must reference the bid number, item number, and your company.**

Regardless of instructions, APS reserves the right to request samples at any time during the evaluation process. The samples received will be used to determine quality, durability, and compliance with specifications. All samples are to be of the same quality as those materials to be supplied by the successful bidder(s) upon bid award. They shall be free of charge and be submitted and removed by the bidder at their expense. Award samples may be held for comparison with deliveries. APS shall not be held responsible for any samples damaged or destroyed in examination or testing. Bidder will have five (5) working days after notification to supply the desired item(s). Samples not received within the five day time period will disqualify the bidder as non-responsive. Samples not removed within ten (10) days after notice to the bidder will be regarded as abandoned and APS shall have the right to dispose of them as its own property.

Successful bidder(s) must provide catalogs, brochures, cross-reference sheets and/or related literature as needed by APS.

**4.11 Electronic Catalog:** Can your company provide electronic catalogs? If so, what are your electronic catalog capabilities?

---

---

**4.12 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 minimum, the manufacturer's best preferred warranty.

**4.13 Important Information:** Fertilizers require special handling as hazardous material. For each item bid, a Material Safety Data Sheet (MSDS), Form OSHA-20 must be submitted. APS must have these sheets prior to award. It is suggested that they be enclosed with your return bid. Please note if the information is being sent under separate cover and, if so reference bid number for identification. APS will not delay award pending receipt of required information.

Note that packaging is usually noted as 50#. APS prefers that size, or near to it, for ease of handling. If your packaging differs, please note that information on the bid form.

**4.14 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. **See Appendix B.**

State website for Forms:

ASD-22238 Business Preference Application and Instructions

ASD-22242 Veteran Preference Application and Instructions

<http://www.tax.newmexico.gov/forms-publications.aspx>

#### **4.14.1 Resident Preferences**

Policy effective January 1, 2012

#### **GOVERNOR MARTINEZ SIGNS SB-1, 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, if applicable, to the bid response as part of Appendix B.*

**APPENDIX A**

Vendor Name: \_\_\_\_\_

**Product Specifications and Pricing**

<b>Item No.</b>	<b>Estimated Quantity</b>	<b>Warehouse Stock No.</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total</b>
			Seed must be sod quality seed. Seed to be mixed per APS specifications and ratios at the time of order placement. Price per pound.		
<b>Grass seed: Buffalo grass</b>					
1.	2000 pounds	_____	Timeless (Primed, Turf Type)	\$ _____ per pound	\$ _____
2.	2000 pounds	_____	Cody (Primed, Turf Type)	\$ _____ per pound	\$ _____
3.	2000 pounds	_____	Bowie (Primed, Turf Type)	\$ _____ per pound	\$ _____
<b>Grass seed: Kentucky Bluegrass</b>					
4.	2000 pounds	_____	Common	\$ _____ per pound	\$ _____
5.	2000 pounds	_____	Denim	\$ _____ per pound	\$ _____
6.	2000 pounds	_____	Midnight	\$ _____ per pound	\$ _____
7.	2000 pounds	_____	Skye	\$ _____ per pound	\$ _____
<b>Grass seed: Rye Grass</b>					
8.	2000 pounds	_____	Quickstart Blend	\$ _____ per pound	\$ _____
9.	2000 pounds	_____	Cabo	\$ _____ per pound	\$ _____
10.	2000 pounds	_____	Kokomo	\$ _____ per pound	\$ _____
11.	2000 pounds	_____	Brightstar II	\$ _____ per pound	\$ _____
<b>Grass seed: Turf Type Tall Fescue</b>					
12.	2000 pounds	_____	Genesis	\$ _____ per pound	\$ _____
13.	2000 pounds	_____	Matador	\$ _____ per pound	\$ _____
14.	2000 pounds	_____	Zanzibar	\$ _____ per pound	\$ _____
15.	2000 pounds	_____	Mow-less Blend	\$ _____ per pound	\$ _____
16.	2000 pounds	_____	Triathalawn Blend	\$ _____ per pound	\$ _____

Vendor Name: \_\_\_\_\_

**Products Specifications and Pricing**

<b>Item No.</b>	<b>Estimated Quantity</b>	<b>Warehouse Stock No.</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total</b>
<b>Sports/Park Blend</b>					
17.	2000 pounds	_____	33% Zanzibar, Tall Fescue	\$ _____ per pound	\$ _____
18.	2000 pounds	_____	33% Midnight, Kentucky Bluegrass	\$ _____ per pound	\$ _____
19.	2000 pounds	_____	33% Cabo, Perennial Ryegrass	\$ _____ per pound	\$ _____
<b>Football &amp; Playground Blend</b>					
20.	2000 pounds	_____	10% Creeping Red Fescue	\$ _____ per pound	\$ _____
21.	2000 pounds	_____	25% Perennial Ryegrass	\$ _____ per pound	\$ _____
22.	2000 pounds	_____	65% Triathalawn Tall Fescue	\$ _____ per pound	\$ _____
<b>Miscellaneous Grass</b>					
23.	2000 pounds	_____	Creeping Red Fescue	\$ _____ per pound	\$ _____

PACKAGING:  
50 Lb. woven plastic bag with poly liner

Vendor Name: \_\_\_\_\_

**Product Specifications and Pricing**

Item No.	Estimated Quantity	Warehouse Stock No.	Description	Unit Price	Total
24.	250 bags	_____	FERTILIZER, PRE-PLANT, a dry applied product composed of homogeneous, dust free pellets beneficial for use in soils low in phosphorous and potash		
			ANALYSIS: 6.0% TOTAL Nitrogen (N) 20.0% available phosphoric acid (P <sub>2</sub> O <sub>5</sub> ) 20.0% soluble potash (k20) 5.5% sulfur (S) 1.5% Iron (Fe) 0.75% Zinc (Zn)		
			PACKAGING: 50 Lb. bag, Best 6-20-20 XB or equal.	_____ /bags _____	
					Mfr. & Brand & Stock No.
25.	2000 bags	_____	FERTILIZER, Slow Release Coated to reduce the risk of burning when not watered within 48 hours of application.		
			ANALYSIS: Total Nitrogen (N) 22.0% Ammonical Nitrogen 10.5% Water Soluble Organic Nitrogen 1.0% Coated Slow Release Urea Nitrogen 10.50% Available phosphoric acid (P <sub>2</sub> O <sub>5</sub> ) 5.0% Soluble potash 5.0% Sulfur (S) 15.0% Iron (Fe) 0.9%		
			BEST Turf Gold 22-5-5 With Tri-Kote or equal PACKAGING: 50 lb. Bag	_____ /bags _____	
					Mfr. & Brand & Stock No.



Vendor Name: \_\_\_\_\_

**Product Specifications and Pricing**

Item No.	Estimated Quantity	Warehouse Stock No.	Description	Unit Price	Total
28.	250 bags	_____	FERTILIZER		

ANALYSIS:

Total Nitrogen (N) 18%  
Ammoniacal Nitrogen 5.0%  
Urea Nitrogen 13%  
Available Phosphate 24%  
Soluble Potash 12%  
Derived from Urea, Monoammonium Phosphate and Muriate of Potash

PACKAGING:

50 lb. bag complete  
Helena 18-24-12 or equal

\_\_\_\_\_/bags \_\_\_\_\_

\_\_\_\_\_  
Mfr. & Brand & Stock No.

29.	2500 bags	_____
-----	-----------	-------

FERTILIZER, high potassium slow release fertilizer for professional use.

ANALYSIS:

Total Nitrogen (N) 21.0%  
6.2% water Soluble Nitrogen  
  
14.8% Coated Slow Release Nitrogen  
Available Phosphoric Acid 2.0%  
Available Potash 21.0%  
Sulfur (S) 14.0%

PACKAGING:

50 lb bag  
J.R. Simplot 21-2-21 or equal

\_\_\_\_\_/bags \_\_\_\_\_

\_\_\_\_\_  
Mfr. & Brand & Stock No.

SUBMITTALS:

MSDS will be required on all fertilizers.  
Samples (See Paragraph 4.10)



**APPENDIX B**

**Resident Veterans Preference Certification**

\_\_\_\_\_ (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.

Please attach Resident Veteran's Certificate, if applicable, to bid response as part of Appendix B.

## APPENDIX C

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

**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 federal, statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

**“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.

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

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

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

Name of Applicable Public Official: \_\_\_\_\_

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

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

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

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

(Attach extra pages if necessary)

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

\_\_\_\_\_  
Title (position)

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

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

\_\_\_\_\_  
Title (Position)

**APPENDIX D**

**NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM**

1. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place and agree to maintain during the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than February 1, 2015, if the expected annual value in the aggregate of any and all contracts between Contractor and APS exceed \$250,000.00 dollars.
  
2. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the APS.
  
3. Contractor agrees to advise all employees of the availability of State publically financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

Signature of Offeror: \_\_\_\_\_

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

Business Name of Offeror: \_\_\_\_\_

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

**APPENDIX E**

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

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 Procurement Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

*CERTIFICATION*

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

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

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

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

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

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

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

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

Telephone: \_\_\_\_\_



**APPENDIX G**

**OFFEROR INFORMATION / SIGNATURE PAGE**

The Undersigned agrees to furnish services and/or products as required by the terms and conditions of this bid during the time period specified. **An authorized representative of the Company must sign all Bid Documents. Bids not signed will be considered as non-responsive and will be rejected.**

**A completed and signed W9 must accompany this form.**

Please return this page, completed in full, with your Bid.

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

ALTERNATE CONTACT \_\_\_\_\_

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

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

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

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

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

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

ALTERNATE SIGNATURE \_\_\_\_\_

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

\_\_\_\_\_  
TITLE

## **APPENDIX H**

### **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.

Paste provided bid label on your return bid package. 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 NM State Taxation and Revenue Department in the appropriate space. Provision of the number and copy of the certificate 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) 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 sub-suppliers at any tier.

**Contingency**

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

**Other Applicable Laws**

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

**Non-Collusion**

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

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

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

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

Address \_\_\_\_\_

\_\_\_\_\_

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

Contractor's License No: \_\_\_\_\_

(If Applicable)

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

(If Applicable)

Veterans Preference No. \_\_\_\_\_

(If Applicable)

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

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

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

Revised 6/91

**APPENDIX I**

**BID SUBMITTAL REQUIREMENTS AND CHECK LIST**

	<b>Documents</b>	<b>Form Submitted &amp; Signed Yes/No</b>
1.	Appendix A: Product Specifications and Pricing	
2.	Appendix B: Resident, Veterans Preference Certification	
3.	Appendix C: Campaign Contribution Disclosure Form	
4.	Appendix D: New Mexico Employees Health Coverage Form	
5.	Appendix E: Conflict of Interest and Debarment Form	
6.	Appendix F: Specifications Exceptions Form	
7.	Appendix G: Offeror Information/Signature Page & W9	
8.	Appendix H: APS Terms and Conditions	
9.	Appendix I: Bid Submittal Requirements & Check List	
10.	Proof of Liability Insurance, General Liability Insurance, and Auto Liability Insurance	
11.	Addendum(s) (if applicable) <b>(E-mail replies are unacceptable in this case.)</b>	

**Note: All appendices must have original signatures. Bids that do not contain all signed appendices will be considered non-responsive and may be rejected.**

**Documents must be in a sealed envelope or package with the following information clearly indicated on the package label: Bid number, company name, address, city, state, ZIP code, and the proposal due date and time.**

\_\_\_\_\_ **(Initial)** All documents as indicated in the Bid are included. verified that pages are accounted for and numbered according to section; and all forms are signed and placed in the bid submission.

\_\_\_\_\_  
Offeror Company Name

\_\_\_\_\_  
Authorized Printed Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date