



ALBUQUERQUE PUBLIC SCHOOLS INVITATION TO BID

BID 18-056MG

BID TITLE: Medical Equipment & Supplies

BUYER CONTACT INFORMATION

Name	Marilee P. Gallacher, SPSM
Phone Number	(505) 878-6118
E-Mail	Marilee.Gallacher@aps.edu
<i>Any inquiries or requests regarding clarification of this Bid document shall be submitted to the buyer in writing. Offerors may contact ONLY the buyer regarding the terminology stated in the procurement documents.</i>	

BID SCHEDULE

Action	Date & Time
Bid Issued	4/8/18
Pre-Bid Meeting	N/A
Pre-Bid Meeting Location	N/A
Deadline for Questions	4/12/18 @ 4:00 pm (local time)
Bid Due Date & Time	4/23/2018 @ 3:00 pm (local time)
<i>Bid submissions must be received by the due date and time. No late bids will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp imprint from the APS Procurement Bid Clock.</i>	

BID SUBMITTAL LOCATION

Physical Address (No USPS Mail*) For Walk-in Delivery or Carrier Service (UPS, FedEx, etc.)	USPS Mailing Address Allow 5 additional business days for APS internal delivery
Albuquerque Public Schools ATTN: Procurement Department 6400 Uptown Blvd. NE, Suite 500E Albuquerque, NM 87110	Albuquerque Public Schools ATTN: Procurement Department, City Center, Suite 500E P.O. Box 25704 Albuquerque, NM 87124-0704
<p>Ensure that the following bid information is clearly labeled on the sealed package containing the bid submission. Please note: if the sealed bid is placed inside a carrier envelope or package for shipping, all of this information must be re-written and clearly visible on the outermost envelope or package containing the sealed bid:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Offeror's Business Name (not an individual's name) <input type="checkbox"/> Bid Number & Title <input type="checkbox"/> Bid Due Date & Time <p>*APS does not have a mailbox on site. US Postal Service Mail is accepted only at the PO Box address. If a letter or parcel is mailed via the USPS to the APS physical address, it will NOT reach our office.</p>	

BID TERM

APS reserves to right to enter into a six (6) year indefinite quantity contract with awarded Bidder(s).

SUBMISSION COVER SHEET

(Submit with your bid)

BIDDER ACKNOWLEDGEMENT: By responding to this bid, the undersigned Bidder (1) acknowledges that he or she agrees to the terms and conditions set forth in this bid; (2) certifies that the Bidder has not, either directly or indirectly, entered into action in restraint of full competition in connection with the bid submitted to the District; and (3) agrees to furnish the materials, supplies or services as required within the time specified under the conditions imposed at the price indicated.

Signature of Authorized Representative: _____

Contractor's License #: _____
(If Applicable)

Type or print name of above: _____
Name of Firm: _____

Address 1: _____
Address 2: _____

Telephone No.: _____

E-Mail: _____

Resident/Veterans Preference Certification No. (If applicable): _____

Contact information for Sales Department:

Contact information for POs/Invoicing/Etc.:

Name of Contact: _____ Name of Contact: _____

Telephone No.: _____ Telephone No.: _____

Email Address: _____ Email Address: _____

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

BID SUBMITTAL REQUIREMENTS AND CHECKLIST

Please respond with your completed bid submission, including the following printed and electronic items. Note that the requested information in both areas is mandatory and **failure to include these items with your bid submission may deem it non-responsive and may be disqualified**. Submittals must be in the following order and all items must be included in your response to this bid.

SUBMITTALS IN PRINTED FORMAT:

- Submission Cover Sheet, **SIGNED**
- Bid Pricing List – **DO NOT SUBMIT ANY PRINTED CATALOGS.**
- Specification Exception Form, **SIGNED**
- Completed Conflict of Interest and Debarment/Suspension Form (see Compliance section), **SIGNED**
- Campaign Contributions Disclosure Form (see Compliance section), **SIGNED**
- Resident Contractor (or Veteran Resident Contractor) Preference Certificate (if applicable)
- Acknowledgement of Addendums (if applicable) – **before** submitting your bid, please check for addendums here: <http://www.aps.edu/procurement/current-bids-and-rfps>
- Completed W-9, **SIGNED**

SUBMITTALS IN ELECTRONIC FORMAT:

- One (1) Electronic copy of your complete bid submission, on either a Travel Drive or CD, clearly labeled with Offeror Name and Bid number.**
- If applicable, an Electronic Price List/Catalog. Either include a web-link where your pricing lists/catalogs can be found (in the space provided on the Bid Pricing List) **or** include a Travel Drive or CD containing your pricing list/catalogs. The Travel Drive or CD must be clearly labeled with Offeror Name, Bid Number and specify contents as "Price List."



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Instructions for Bidders

INSTRUCTIONS FOR BIDDERS

1. **READ ALL DOCUMENTS.** Bidders must familiarize themselves with all documents contained herein. It is mandatory that all submitted bids be in compliance with all the provisions contained in the Invitation to Bid. No claim shall be made nor will one be allowed the bidder for negligence, misunderstanding, or error in this regard.

The 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.

Bidders should promptly notify the buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the Bid. Any response made by the District will be provided in writing to all Bidders by addendum; no verbal responses shall be authoritative.

2. **ELECTRONIC BID DOCUMENTS.** This Bid is being made available by electronic means. In the event of conflict between a version of the Bid in the Bidder's possession and the version maintained by APS, the Bidder acknowledges that the version maintained by APS shall govern.

3. **FORMS AND ATTACHMENTS.** Each Bid must be submitted on the prescribed form. It is the responsibility of every Bidder to ensure they have downloaded the latest version of each Bid, including any addendum(s) which may have been issued and posted on the APS Procurement Department Website. Bidders should revisit the website (<http://www.aps.edu/procurement> then select "See Current Bids and RFPs") prior to the due date before submitting their Bid to Albuquerque Public Schools. All addendums must be acknowledged in the submitted Bid. It is the Bidder's responsibility to ensure the Bid arrives before the due date and time. Bidders are cautioned that "late is late". It is the responsibility of the Bidders to allow sufficient time for the hazards of traffic, weather, finding parking, locating the proper office, third party delivery, US Postal Service mail delivery, etc.

No Addendum will be issued later than SEVEN (7) calendar days prior to the date for receipt of Bids, except an Addendum withdrawing the Bid or one which extends the date for receipt of Bids.

4. **PRINTED OR TYPED RESPONSE.** All blank spaces for bid prices must be filled in with ink or typewritten.
5. **CORRECTIONS.** Corrections shall be initialed in ink by the person signing the bid.

Bidders will be allowed to withdraw their Bid at any time prior to the deadline for receipt of Bids. The Bidder must submit a written withdrawal request to the Buyer and signed by the Bidder to withdraw their offer. The approval or denial of withdrawal requests received after the deadline for receipt of the Bids is governed by the applicable procurement regulations.

A bidder may submit an amended Bid prior to the deadline for receipt of Bids. Such an amended Bid must be a complete replacement for a previously submitted Bid and must be clearly identified as such a transmittal letter. APS personnel will not collate or assemble Bid materials for the Bidder.

6. **BID PRICE AND FREIGHT.** **All materials shall be shipped F.O.B. Destination**, as specified in the Invitation to Bid. **If the Bid Price is not inclusive of freight charges, it must be specified on the Price Form. Any freight charges must be itemized on each order's quote.** If freight charges are not on itemized on a quote, it is understood that the vendor will pay all freight charges related to that specific order, as detailed on the purchase order. In such case, freight charges cannot be added to the invoice, having been omitted from the related quote.

7. **BIDDER'S COSTS.** All costs incurred by a Bidder in connection with responding to this Bid, the selection process undertaken in connection with this procurement, and any negotiations with the District will be borne by the Bidder.
8. **BRAND NAMES.** Where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. If a vendor proposes an "equal" to scope of work/specifications, APS is the sole interpreter of the scope of work/specifications and sole judge as to whether the "equal" proposed complies with the scope of work/specifications.

9. **BID PRICING DURATION.** Responses, including bid prices, will be considered firm for ninety (90) days after the due date of the bid.

10. **PRICE DISCREPANCY.** Bidders shall note that prices previously submitted via any informal quotation (verbal or in writing) are hereby superseded and will not be considered for award. If you have previously submitted an informal quotation, you must participate in this Bid to be considered for an award.

If Bidder offers more than one brand/price per item, APS shall evaluate bids and award the products that are in the District's best interest with regards to pricing and quality.

Bidders offering other than specified goods must submit illustrated literature and complete product data for evaluation purposes. APS may request samples of products, which will be provided at Bidder's expense.

11. **EXPLANATIONS, EXCEPTIONS.** Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted bid and unless otherwise stated, specifications attached are the minimum requirements.

The buyer, after review of the bids, may request clarifications on information submitted by any and all bidders in a written format, with a specified deadline for response.

The District reserves the right in its sole discretion to waive minor informalities in bids submitted provided that such informalities have no effect on price, quality, quantity, fitness, delivery or any matter to be evaluated in making a selection and confer no material advantage on the Bidder whose non conformity is waived.

12. **AWARD CRITERIA.** The bid(s) will be awarded to the lowest responsible and responsive Bidder that meets or exceeds the specifications/scope of work outlined in the Bid Documents. Albuquerque Public Schools reserves the right to the sole judge to determine "meets or exceeds".

Albuquerque Public Schools reserves the right to award by item, group of items, or total bids; to reject any and all bids in whole or in part, if it is in the best interests of Albuquerque Public Schools. Additionally, the District reserves the right to reject any or all bids for any reason that the District determines prudent. Such rejection shall not result in any penalty to the District, but shall be deemed a cost of doing business by the bidder.

If this bid results in a non-exclusive discount pricing agreement, more than one award may be made. No commitment is made by the District as to quantity and frequency of purchase. Albuquerque Public Schools reserves the right to purchase items referenced under this agreement using any other method and from any other vendor as deemed necessary and in the best interest of the District.

In the event APS receives comparable pricing structures and list prices in the same categories, then APS may choose to (1) award to the vendor who submits the more comprehensive price list or (2) make multiple awards in that category.

13. **PREFERENCES.** Bids may be awarded preference in compliance with NMSA 13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. Bidders shall include in their bid a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Bid is Joint Venture, Bidder shall state in submitted bid, the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. Please Note: A Bid cannot be awarded both a resident preference and a resident veteran business preference. Additionally, preferences are not applicable for federal fund purchases.

14. **TIMELY SUBMISSIONS.** Bids must be submitted by the due date and time. Albuquerque Public Schools does not accept bids electronically, by fax, or email, as a hardcopy with original signature must be submitted. Any and all Bids not received by the submission date and time shall be rejected.

APS may in its sole discretion extend the time for the submission of bids upon a finding that it is in the interest of the District to do so. Such extensions shall be by addendum, which may be issued before the submission due date.

Any and all bids not received by the Bid submission due date and time shall be rejected. No late bids will be accepted under any circumstances, not even if the delivery company is late. It is recommended to send your bid early.

15. **BID CANCELLATION OR REJECTION.** This bid may be canceled or may be rejected in whole or in part when it is in the best interest of Albuquerque Public Schools.

The District reserves the right to eliminate any Bidder who submits incomplete or inadequate responses or is not responsive to the requirements of this Bid.

16. **BID OPENING.** The contents of the bid will be available to the public at bid opening. The Procurement Department will not disclose or make public any pages of a bid on which the Bidder has stamped or imprinted "proprietary" or "confidential" subject to the following requirements. Proprietary or confidential data shall be readily separable from the bid in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Bidder's organization and data that qualifies as trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

Any sole response that is received may be rejected by the District depending on available competition and timely needs of the District. The District reserves the right to award the contract to the responsible bidders submitted responsive bids with resulting agreements most advantageous and in the best interest of the District.

The District reserves the right to eliminate any Bidder who submits incomplete or inadequate responses or is not responsive to the requirements of this Bid.

17. **NEGOTIATIONS.** APS reserves the right to negotiate pricing with successful bidder(s) for equipment/parts/materials related to this contract but which are not specifically included herein.

18. **MULTI-AWARD.** The District reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with 13-1-153 NMSA.

19. **AFTER AWARD.** The District reserves the right to increase or decrease the quantity of any item called for, add additional related items as the District deems necessary, or to eliminate any item entirely.

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

This procurement in no manner obligates Albuquerque Public Schools until a valid signed Price Agreement or valid Purchase Order is executed.

Any resulting purchases under the bid will be made by Albuquerque Public Schools purchase order or procurement card. Quotes provided to Albuquerque Public Schools will be quoted as provided on the Invitation to Bid and will reference the Price Agreement number so verification of pricing can be made.

20. **DEFINITIONS.** Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“Agency” shall mean Albuquerque Public Schools (APS).

“Contract” shall mean an agreement for the procurement of items of tangible personal property or services.

“Contractor” shall mean the successful bidder.

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

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

“Invitation to Bid” or “Bid” shall mean all documents, including those attached or incorporated by reference, used for soliciting bids.

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

“Offeror”, “Bidder”, or “Proposer” is any person, corporation, or partnership who chooses to submit a bid proposal.

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

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

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

Terms & Conditions

TERMS & CONDITIONS

1. **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.
2. **MINIMUM AMOUNT:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with award of this invitation to bid.
3. **PRICING ESCALATION:** Price escalation will be considered only at the time the contractor is able to submit written documentation that adequately justifies need for pricing escalation, to include the proposed new pricing structure. The District will review the information and render a Determination, accepting or rejecting the new proposed pricing.
4. **TAXES:** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.
5. **NON-APPROPRIATION:** The District's obligation to make payment under the terms of this bid is contingent upon its appropriation of sufficient funds to make those payments. If the District does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Principal. The District determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
6. **PROCUREMENT CODE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
7. **TERMINATION:** Either party may terminate this contract as follows:
 - A. Termination by the Contractor
 1. The contractor may terminate this contract only if Albuquerque Public Schools fails to comply with any provisions of this contract and after receiving notice of the noncompliance the District fails to cure the noncompliance within ten (10) days, or
 2. By written mutual agreement between the Contractor and the District.
 - B. Termination by the District
 1. For Cause
 - a. The occurrence of either one of the following events will justify termination for cause:
 - i. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
 - ii. Contractor's violation in any substantial way of any provisions of this contract.
 - b. If either one of the events identified above occur, the District may, after giving Contractor (and the surety, if any) ten (10) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.
 - c. Where Contractor's services have been so terminated by the District, the termination will not affect any rights or remedies of District against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the District will not release the Contractor from liability.

2. For Convenience

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

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

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

- a. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- b. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- d. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate

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

NOTE: Certificate holder shall be: Albuquerque Public Schools
Certificate of Insurance forwarded to: Albuquerque Public Schools
Procurement Department
6400 Uptown Blvd. NE, Suite 500E
Albuquerque, NM 87110

10. **AUDIT**: The District reserves the right to audit the contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by District personnel or a third party under contract with the District. The District shall give the contractor reasonable notice prior to the conduct of any audit and upon

receiving the notice from the District the contractor agrees to fully cooperate with the auditors. If contractor subcontracts any portion of its obligation to another party, contractor shall guarantee District's access to books and records of such party.

1. **INDEPENDENT CONTRACTOR**: The Contractor is an independent contractor performing services for the District. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the District as a result of this procurement.
13. **PROCUREMENT UNDER EXISTING CONTRACTS**: In accordance with NMSA 13-1-129, Bidders are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded Bidder. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by Albuquerque Public Schools.
14. **DEBARMENT OR SUSPENSION**: A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1- 180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the District and shall not be considered for award of the contract during the period for which it is debarred or suspended with the District.
15. **CONFLICT OF INTEREST**: By submitting a bid, the proposer certifies that no relationship exists between the proposer and the District that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to the District.
16. **NON-DISCLOSURE**: The proposer shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless APS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.
17. **DELIVERY**: The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this Bid shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
18. **FOB DESTINATION**: Unless stated otherwise, **all materials shall be shipped F.O.B. Destination, to the District's designated address, as identified on each APS purchase order.**
19. **DELAYS IN DELIVERY**: Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by APS. If delay in delivery is foreseen, Seller must notify the APS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.
20. **INSPECTION**: Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.
21. **ACCEPTANCE**: Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that are goods/services are conforming and fails to make an effective rejection.

22. **BUYERS REVOCATION OF ACCEPTANCE**: Requesting Department can revoke acceptance of

goods when it is discovered, in a reasonable time, that the Sellers non-conforming goods substantially impair the value of the goods.

23. **SELLERS RIGHT TO CURE A NON-CONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time
24. **ASSIGNMENTS:** The awarded Contractor shall not assign nor delegate specific duties as part of this Bid nor transfer any interest nor assign any claims for money due or to become due under this Bid without the written consent of APS.
25. **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.
26. **PROTEST:** Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (13-1-172 NMSA 1978). The protest must be in writing and delivered to the Executive Director - Procurement Department, Albuquerque, New Mexico.

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

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

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

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

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

Specifications

SPECIFICATIONS

1. **SCOPE OF WORK: Purpose of the bid is to establish discounts from manufacturer's price list for equipment and supplies as needed by the District, including but not limited to:**

- A. Pharmaceutical Products.** This includes the complete range of brand and generic over-the-counter (OTC) medications.
- B. Medical and Athletic Training Equipment and Supplies.** This includes, but is not limited to, the following categories:
- 1. Infection Control:** Includes but is not limited to latex gloves, latex-free gloves, glove holders, N95 respirators, face masks, eye protection, ear protection, personal protection, protection kits, spill kits, convenience bags, collection bags, biohazard bags, disinfecting wipes, disinfecting solutions and sprays, decontaminations wipes, hand cleaners, air refresher and other infection control products and solutions available from the supplier.
 - 2. Airway and Oxygen Delivery.** This includes, but is not limited to, oral airways, mucosal atomization, CPR barriers, disposable resuscitators, disposable resuscitation masks, resuscitation accessories, nasal cannulas, oxygen masks, specialty masks, oxygen tubing, nebulizers, humidifiers and any other airway and oxygen delivery products and solutions available from supplier.
 - 3. Suction.** This includes, but is not limited to, suction units, hand-held suction, disposable suction products and solutions available from supplier.
 - 4. Wound Care.** This includes, but is not limited to, adhesive bandages, sponges, gauze, non-adhering dressing, confirming bandages, tape, self-adherent wraps, elastic dressings, burn blankets, burn kits, burn gel, multi-trauma dressings, blood stoppers, emergency bandages, chest seals, hemostatics and any other wound care products and solutions from supplier.
 - 5. Trauma Kits and First Aid.** This includes, but it not limited to, responder bags and kits, snake bit kits, wound cleansing, tongue depressors, first aid creams, oral glucose, patient care, irrigation solutions, eye care, warming blankets and mattresses, hot and cold compresses, tooth containers, analgesics and any other trauma kits and first aid products and solutions available from supplier.
 - 6. Patient Handling.** This includes, but is not limited to, cots, stair chairs, chairs, cot accessories, stretchers, SKED system, full-body splints, basket stretchers, patient movers, gurney pads, rescue equipment, disposable linens, blankets and any other patient handling products and solutions available from supplier.
 - 7. Splinting, Bracing and Immobilization.** This includes, but it not limited to, extrication, break-apart stretchers, limb restraints, splints, vacuum splints, joint braces, supports, and any other splinting, bracing, and immobilization products and solutions offered by supplier.
 - 8. Equipment Bags.** This includes, but it not limited to, oxygen bags, waist packs, gear bags, hard cases, hard case accessories, trauma cases, AED carrying bags and cases, intubation cases, medication cases, accessory pouches, and any other equipment bag products and solutions offered by supplier.
 - 9. Diagnostics.** This includes, but is not limited to, BP cuffs, multiple cuff systems, combination kits, replacement parts, stethoscopes, stethoscope accessories, penlights, thermometers, lancets, blood glucose monitors, field glucose kits, weight display scales, and any other diagnostics products and solutions offered by supplier.
 - 10. Rehabilitation and Therapy Equipment.** This includes, but is not limited to, electrotherapy systems, ultrasound units, neuromuscular electrical stimulation units, hydrocollators, hot/cold therapy systems, whirlpools, and any other related equipment or accessories associated with the equipment offered by supplier.
 - 11. Athletic Rehabilitation Exercise Devices.** This includes, but is not limited to, medicine balls, kettlebells, weighted cuffs, strength training equipment, stabilizers, stretching boards, elastic bands, foam rollers and any other related devices or tools offered by supplier.
 - 12. Monitoring and Defibrillation.** This includes, but is not limited to, AEDs, AED accessories, electrodes, and any other monitoring and defibrillation products and solutions offered by supplier.

- 13. Instruments and Personal Items.** This includes, but is not limited to, multi-functional gripping system, scissors, shears, magnets, multi-function tools, helmet removal tool, holster sets, CPR aids, flashlights, flashlight accessories, light sticks, batteries, pediatric care and any other instrument and personal product and solutions offered by supplier.
 - 14. Furnishings.** This includes, but is not limited to, examination tables, cots, chairs, specialty storage cabinets, and any other related furnishing offered by supplier.
 - 15. Rehydration Items.** This includes, but is not limited to, water coolers, ice chests, portable drinking stations, hydration carts, water bottles and any other rehydration products available from supplier.
 - 16. Papers and Plastics.** This includes, but is not limited to, boxes of tissue, paper or plastic cups, paper towels, plastic baggies, and any other product or supplies offered by supplier.
 - 17. Weather Monitoring Devices.** This includes, but is not limited to, lightning detectors, storm monitoring devices, heat index monitors, personal wind/temperature gauges and any other device products and solutions available from supplier.
 - 18. Training and Simulation.** This includes, but is not limited to, CPR manikins for infants, junior and adult, CPR accessories, ACLS manikins, AED trainers, ACLS simulators, airway manikins, simulation kits, training aids, and any other training and simulation products and solutions available from supplier.
 - 19. Reference and Reporting.** This includes, but is not limited to, inventory management, field guides, pocket guides, reference manuals, form holders, inventory tracking, and any other reference and reporting products and solutions available from supplier.
- C. Related Products and Solutions.** Additional related products or solutions offered by supplier, not previously referenced.

Regardless of discount(s) received, APS reserves the right to bid any item(s) separately whenever it may be in its best interest to do so. Discounts quoted will be considered to be the minimum offer. APS also reserves the right to negotiate a deeper discount in the event of a large quantity purchase or similar circumstance. 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.

- 2. DELIVERY:** Delivery will be **F.O.B. Destination.** Delivery times quoted must be accurate. Failure to meet the quoted times may result in cancellation of order and an alternate bidder will be assigned at the discretion of APS. Deliveries will be made at various times during the contract period. Emergency orders may be required.
- 3. AWARDED PRICING AGREEMENTS:** Upon award, APS will issue a pricing agreement which will be in effect for the duration of the contract term, and which will accommodate multiple orders.
- 4. ORDER PLACEMENT AND QUOTES:** This is an indefinite quantities bid. Exact quantities of medical and athletic training related equipment and supplies required by APS are unknown. However, APS anticipates ordering over \$250,000 for a single fiscal year. This is not a commitment to purchase.

Detailed quotes will be required from the vendor for each order. The quote will reference the vendor's APS Price Agreement (PA) number. The quote will itemize each line item's list price, the discount percentage off, and the discounted price to be paid. If the Bid Price is not inclusive of the freight charges, all freight charges related to an order must be itemized on the related quote. If no charges or itemized on the quote, it is understood that the vendor will pay all freight charges related to that order.

Orders will be placed by the Purchasing Department. A purchase order will be issued to the vendor, referencing the PA number. The vendor must have the approved purchase order prior to processing any order for APS. Do not accept telephone/facsimile orders from school/departments without prior approval

from the Purchasing Department. **APS will not pay for unauthorized purchases.**

5. **INVOICING PROCEDURES:** Itemized invoices, clearly referencing the appropriate purchase order (PO) number, shall be submitted to APS Accounts Payable, P.O. Box 25704, Albuquerque, NM, 87125, or submitted via email to: accounts.payable@aps.edu. *If freight charges were not itemized on an order's quote, they may not be added to the related invoice, and will not be paid by APS.*
6. **PRICE LIST AND DISCOUNTS:** Bid price will be indicated as a percentage of discount off the **manufacturer's suggested retail price list/catalog(s)**. Prices artificially derived for APS will not be acceptable.

Change of list price will be subject to the following conditions:

- a. All requested changes must be in writing, address to the APS Procurement Officer, and in advance of the requested revision. APS prefers at least a thirty (30) day notice. It will be the responsibility of the vendor to approach APS with the need for a price review. The new manufacturer's list(s) must be furnished with the request.
 - b. Changes must be standard in the industry, and not unique to APS.
 - c. Price decrease as well as increase shall apply. If vendor's prices are reduced for any reason, APS shall also receive the benefit of such reduction.
 - d. Price increases will not be retroactive to orders already in house or on back orders. Orders will be filled at the price in effect per the bid contract, on the date of the purchase order submission.
7. **GUARANTEE AND WARRANTY:** 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 provided upon APS' receipt of the product, and must be, as a minimum, the manufacturer's best preferred warranty.

8. **BASIS OF AWARD:** APS will award to the low responsible and responsive bidder(s) who shall offer the deepest discount for related products. APS reserves the right to make multiple awards as may be necessary to have all product categories represented or as may otherwise be in the best interest of the District.

Bid Price Form

**Bid 18-056MG
Medical Equipment and Supplies
Discount from List**

Vendor Information and Pricing

Firm Name: _____

Submit with your bid.

VENDOR INFORMATION

Provide the following business information. This form is required as part of the bid submission. APS reserves the right to request additional information as necessary.

Item / Description

- 1. Contract Designee:** Name of person assigned to APS account. Include telephone number and email address. Vendor must notify APS if contract designee changes.

Name (print legibly): _____

Phone Number: _____

Email Address: _____

- 2. Special Quote, Reference, or Account Number** to be referenced on each order: (Optional. If applicable, specify type and number.)

Type: _____

Number: _____

- 3. Email Address for receiving APS Purchase Orders:** _____

- 4. Vendor's Remit To Address, for receipt of payments:**

- 5. Federal Identification Number – A current W-9 Form is required with Bid submission:**

PRICING: Discount From List

Item / Description

6. Overall Catalog Discount (10%, etc.): _____% Discount

7. Individual Price List Discount in the following areas, which may be more or less the Item 6:

A. Pharmaceutical Products: _____% Discount

B. Medical and Athletic Training Equipment and Supplies

- 1) **Infection Control: _____% Discount**
- 2) **Airway and Oxygen Delivery: _____% Discount**
- 3) **Suction: _____% Discount**
- 4) **Wound Care: _____% Discount**
- 5) **Trauma Kits and First Aid: _____% Discount**
- 6) **Patient Handling: _____% Discount**
- 7) **Splinting, Bracing and Immobilization: _____% Discount**
- 8) **Equipment Bags: _____% Discount**
- 9) **Diagnostics: _____% Discount**
- 10) **Rehabilitation and Therapy Equipment: _____% Discount**
- 11) **Athletic Rehabilitation Exercise Devices: _____% Discount**
- 12) **Monitoring and Defibrillation: _____% Discount**
- 13) **Instruments and Personal Items: _____% Discount**
- 14) **Furnishings: _____% Discount**
- 15) **Rehydration Items: _____% Discount**
- 16) **Papers and Plastics: _____% Discount**
- 17) **Weather Monitoring Devices: _____% Discount**
- 18) **Training and Simulation: _____% Discount**
- 19) **Reference and Reporting: _____% Discount**

C. Related Products and Solutions: _____% Discount

8. Discount Exceptions (If applicable):

9. Minimum Order or Delivery amount per order, if applicable:

10. Freight/Delivery Charges included in Bid Price or itemized separately. Please specify:

11. Delivery Charge Exceptions. Before filling in this section, read Instructions for Bidders – paragraph 6, Terms & Conditions – paragraph 18, and Specifications – paragraph 2, regarding F.O.B. Destination.

12. Provide your company's Freight policy, i.e. percentage of order, flat rate, or actuals. Provide a rate schedule, if applicable:

13. APS may, on occasion, require inside delivery of supplies, equipment, and related materials, to a certain location. Can your company deliver these goods inside a building?

14. Specify any exceptions and conditions that your company may require.

15. What is your average lead-time after receipt of an order? _____

16. What is your Return Policy? Specify your policy regarding return of goods, restocking charges, exchanges, etc.

17. Explain your discount procedure as it applies to your invoice, i.e. discount based on unit price, total extended price, or total order.

18. Add any other information regarding ordering procedures that have not been addressed, that you wish to have considered.

19. Does your company have a Buyer's Guide, either in computer form or on a disk/travel drive? If so, please include one (1) copy/disk/travel drive with your bid and briefly explain what is included (catalog number, description, page number, etc.).

20. Does your company have electronic catalog capabilities? If so, please indicate your capabilities.

SPECIFICATIONS EXCEPTION FORM

Bid 18-056MG Medical Equipment and Supplies

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.

I do meet specifications: _____

Signature

Exceptions are as stated: _____

Signature



Compliance

(REQUIRED LEGAL FORMS)

All of the following forms must be signed and submitted with your proposal or your bid may be rejected.

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

CONFLICT OF INTEREST

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

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

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

DEBARMENT/SUSPENSION STATUS

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

CERTIFICATION

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

Signature: _____ Date: _____
Name of Person Signing (typed or printed): _____
Title: _____
Email: _____
Name of Company (typed or printed): _____
Address: _____
City/State/Zip: _____
Telephone: _____ Fax: _____ Email: _____



CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

Signature Date Title (position)

--OR--

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

Signature Date Title (position)

