



ALBUQUERQUE PUBLIC SCHOOLS

Procurement Division

Winston Brooks
SUPERINTENDENT

Mark Heckart, CPM
DIRECTOR/PROCUREMENT OFFICER

February 6, 2012

BID: 12-048PS-SL Music Furniture Discount from List on Demand

DATE: February 23, 2012

TIME: 2:00 p.m.

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

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

CONTACT: Priscilla A. Saavedra, District Buyer
Saavedra_pr@aps.edu (505) 878-6117

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

sls

**BID NO. 12-048PS-SL
MUSIC FURNITURE
DISCOUNT FROM LIST ON DEMAND**

INTENT: Albuquerque Public Schools (APS) invites you to bid on **Music Furniture Discount from List** in accordance with the attached specifications.

INFORMATION FOR BIDDERS

1. **Contract Documents:** The bidding information included in this packet and listed below constitutes the contract documents. The bidder's signature signifies his full understanding of the terms and conditions of this bid. The award of the contract shall be made by a Purchase Agreement issued by APS to the contractor and shall bind the contractor to the terms of the contract documents.
 - Information for Bidders
 - General Terms and Conditions
 - General Conditions
 - General Requirements
 - Specifications and Pricing
 - Conflict of Interest and Debarment/Suspension Certificate Form
 - Terms and Conditions (Signature Page)
2. **Preparation of Bids:** Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in with ink or typewritten. Corrections shall be initialed in ink by the person signing the bid. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the bidder and the bid number as listed on the Bid Invitation. Improper identification may result in premature opening of, or failure to open bid. **An authorized representative of the company must sign all bids. Bids not signed may be considered as non-responsive and rejected.**
3. **Receipt and Opening of Bids:** Bids must be prepared and submitted in accordance with the provisions hereof. APS reserves the right to reject all bids if all bids exceed the available funds. Any bid may be modified or withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the specified time for the opening of bids shall not be considered.

Procurement law requires sealed bids or proposals. Therefore, APS cannot accept bids, which are transmitted using facsimile equipment. This may not apply to amendments or addenda, which do not refer to pricing, or to the transmittal of supplemental product literature, drawings, and the like. Please refer the specific situation to the buyer for clarification before processing.

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

Bidder shall also construe this provision to incorporate any necessary investigation and/or monitoring during the life of the contract to enforce any current policy of the Board of Education such as, but not limited to, no smoking or alcoholic beverages on APS property. As a general rule, any such regulation or

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DISCOUNT FROM LIST ON DEMAND**

INFORMATION FOR BIDDERS CONTINUED

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

5. **Familiarity with Conditions:** Clarification of bidding procedures may be made by contacting APS Procurement Division, Priscilla A. Saavedra, District Buyer, telephone number (505) 878-6117. **Bidders must have acquainted themselves with all conditions affecting this contract before submitting a bid.** No claim shall be made nor will one be allowed the contractor for negligence, misunderstanding, or error in this regard.

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

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

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DISCOUNT FROM LIST ON DEMAND**

INFORMATION FOR BIDDERS CONTINUED

APS will make multiple awards to ensure a variety of early childhood furniture and accessories, in the event that certain types of furniture and accessories may be needed, or to match existing furniture and related accessories and the like.

10. **Tax Requirements:** APS holds a Class 9 Tax Exemption Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued on request.
11. **Protest:** Any bidder, offeror, or contractor who is aggrieved in connection with procurement may protest to the Procurement Division, Albuquerque Public Schools. The protest shall be submitted in writing fifteen (15) calendar days after the fact or occurrences giving rise thereto.
12. **The Procurement Code:** The Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.
13. **Promotional Gifts and Activities:** APS policy prohibits the distribution of jackets, shirts, caps or any other clothing items with company or product logo or any other form of advertising to its employees. Furthermore, APS employees are prohibited from entering drawings, contests, or other promotional/advertising activities with vendors or potential vendors in connection with a procurement action.

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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GENERAL CONDITIONS

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

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

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

3. **Form of Contract:** Following bid award a Purchase Agreement (PA) will be issued to the successful bidder(s) on all awarded items. Actual quantities of award items requested by APS and delivered by bidder will be charged to a Purchase Order number referencing the PA number.

4. **Purchase Agreement and Invoicing Procedures:** Following bid award, a Purchase Agreement (PA) will be issued to the successful bidder(s) on all awarded bid items. Actual quantities of award items requested by APS and delivered by bidder will be charged to a Purchase Order number referencing the PA. Delivery shall be ticketed separately, showing the APS Purchase Order, delivery location, and the full signature with printed name underneath of employee receiving the material(s). Initials only are not acceptable and will not be processed for payment.

All itemized invoices must clearly reference appropriate bid pricing, item number, and PA number and shall be submitted to Accounts Payable, P.O. Box 25704, Albuquerque, New Mexico 87125-0704, telephone number (505) 880-3788.

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.

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

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GENERAL REQUIREMENTS

1. **Scope of Work:** Purpose of the bid is to establish discounts from price list for product as required. 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 items requested by this bid. **PLEASE DO NOT BID UNLESS YOU HAVE AUTHORIZATION TO SELL MUSIC FURNITURE IN THE STATE OF NEW MEXICO AND ARE A LEGITIMATE SUPPLIER OF THE ITEMS REQUESTED.**

It is the intent of this bid for APS to have access to full lines of music furniture and accessories (manufacturer's full catalog offering) for the district. These items would include but not be limited to student musical posture chairs, folding tablet arms, chair storage carts, music stand carts, cabinets, conductor's system, etc.

2. **Contract Period:** Any contract issued as a result of this solicitation will be in effect for a fifty-two (52) week period after date of award. Contingent upon funding and mutual agreement of the parties, contract may be extended for an additional three year period. Renewals must be at the discount(s) specified with no change in terms and conditions. If market conditions etc. are unstable, contractor may decline renewal with no penalty and APS will rebid.

"Price List" is defined as that which is regularly maintained by the manufacturer and is published or otherwise available for inspection by a customer. List prices must be standard in the trade and in common use for either the vendor's general clientele or comparable government accounts. Prices artificially derived for APS will not be acceptable. List(s) will be allowed to change as may be standard in the industry but the discount(s) will remain firm.

3. **Quantities:** Exact quantities of furniture and accessories required by APS are unknown; however, APS anticipates ordering an estimated amount of \$30,000 per school year utilizing a variety of contracts. This is not a commitment to purchase. The information is included to provide a potential bidder with some ideas of possible contract activity. Payment will be made to the successful bidder for actual quantities ordered and received.
4. **Pricing:** All pricing after discount 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 DURING 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.

APS recognizes that when quantities may vary, it will be difficult to determine freight rates. Therefore, in the pricing section, use the minimum amount space to specify the minimum dollar amount for which your firm will absorb the freight charges. For orders under this amount, vendor will prepay and add exact freight to invoice.

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GENERAL REQUIREMENTS

5. **Delivery:** Delivery to be F.O.B. destination, including cost, insurance, and freight. F.O.B. destination shall be interpreted as the designated site as specified by APS at time of order. Orders will be delivered to various locations, assembled, put in place and packing materials removed. For convenience contractor may deliver in knockdown form and assemble at the site if space can be made available. This will be coordinated in advance between the contractor and the APS individual site. It is emphasized that cartons and all other packaging materials are to be removed by the contractor after assembly is complete. All are within the general metropolitan area. Quantities requested by APS will be on an "as needed" basis. Emergency orders may also be required.

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

Deliveries will be made at various times during the contract period.

6. **Request(s) NOT Defined:** Contractor shall be held accountable to **NOT** fill requests that are clearly beyond the defined scope of this contract. Should such request occur, contractor has the responsibility of calling such violations to the attention of APS Procurement Officer.
7. **Price List and Discounts:** Bid price will be indicated as a percentage of discount off the **manufacturer's suggested retail price list/catalog**. Discounts will be applied to the most recent issue.
8. **Bid Submittals:** Three (3) copies of the current price list from which discount applies must be submitted with the bid. If sent under separate cover, please note. **The bidder shall agree that there will be no change in the discount during the term of the contract.** The successful bidder(s) is required to supply APS Procurement Officer with new price list(s) as they become available. New price lists will go into effect when accepted by the Procurement Officer. New price lists found to be non-competitive by the Purchasing Department at any time during the term of the contract will be grounds for terminating the contract.

Successful bidder(s) shall supply additional price list(s) as required by APS.

9. **List Price Changes:** Change of list price will be subject to the following conditions:
- a. All Requested changes must be in writing, addressed 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 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 decreases as well as increase shall apply. If vendor's prices are reduced for any reason, APS shall also receive the benefit of such reductions.

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DISCOUNT FROM LIST ON DEMAND**

GENERAL REQUIREMENTS

d. Price increases will not be retroactive to orders already in house or back orders. Orders will be filled at the price in effect on the date of the receipt of the order, either verbal or written, by the vendor.

10. Order Placement: Orders will be placed by the Purchasing Department. A purchase order will be issued referencing the PA number. The PO number will start with the P0 followed by 5 digits. Do not accept telephone/facsimile orders from school/departments without prior approval from the Purchasing Department. **APS will not pay for unauthorized purchases.**

Purchase Agreement releases against this bid will be placed verbally, through facsimile, or by a purchase order by Purchasing, and multiple school locations referencing the Purchase Agreement number.

11. Warranty/Guarantee: All bidders must guarantee full satisfaction of their products' use or permit unsatisfactory product to be returned **collect** for full money refund. Bidders will replace damaged items at no cost to APS. This bid is for physical education supplies, equipment, and related materials.

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

12. Method of Award: APS will award to the low responsible and responsive bidder(s) who shall offer the deepest discount for comparable product. Bid any or all categories. APS reserves the right to make multiple awards as may be necessary to have all product categories represented or as may otherwise be in the best interest of the District.

Firm Name

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MUSIC FURNITURE ON DEMAND Page 8
DISCOUNT FROM LIST

Item
No. Description

In the interest of fairness and sound business practice, provide the following information regarding your company. No value will be assigned but it will be a factor in determining the responsive and responsible bidder(s). APS reserves the right to request additional information as necessary.

NOTE: Your bid will be rejected if the following information is not provided on these pages.

1. **Contract Designee:** (Name of person assigned to APS account. Include telephone and fax number, email address. Please notify APS if contract designee changes.)

2. **Special Quotation/Reference/Account Number:** (Optional. If applicable, indicate type and number.)

3. **Order Address:** (Mailing address for orders)

4. **Remit Address:** (Mailing address for payments)

5. **Federal Identification No.:**

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

Firm Name

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DISCOUNT FROM LIST

Item	Description
7.	Individual Price List Discount: (Indicate area, i.e., furniture, etc. which may be more or less than No. 6.) _____ _____
8.	Discount Exceptions: (Indicate, if applicable, i.e. Furniture and Accessories, X amount or more pricing, freight items, etc.) _____ _____
9.	Minimum Order/Delivery amount per order to qualify for discount: (If applicable.) _____
10.	Miscellaneous Charges: (i.e. small order charge, surcharge, etc. Please specify name of charge and amount or percentage.) _____ _____
11.	Delivery Charge Exceptions: (Indicate the amount, percent, etc. to be charged.) Before filling in this section, read General Requirements, Delivery to be F.O.B. Destination, page 6. _____ _____

Firm Name

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MUSIC FURNITURE ON DEMAND Page 10
DISCOUNT FROM LIST

Item
No. Description

12. APS may on occasion require inside delivery furniture and related material to a certain location. Can you company deliver furniture, and related accessories inside a building?

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

14. What is your average lead-time after receipt of order?

15. **What is your Return Policy? (Specify your return goods policy, restocking charges, exchanges, etc.**

16. **Assembly/Installation/Set-ups:** It is required that all orders be delivered, assembled and put in place with packing materials removed and disposed of by contractor. How will this be coordinated with the requesting location?

Firm Name

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MUSIC FURNITURE ON DEMAND Page 11
DISCOUNT FROM LIST

Item
No. Description

17. **Additional Services:** Will your company provide consultations on furniture design, space planning, etc? Will there be a charge for this service?

18. **Please explain your discount procedures as it applies to your invoice.** (i.e. discount based on unit price, total extension of unit price, total order, etc.) **APS PREFERS DISCOUNT BY TOTAL ORDER.**

19. **Return Policy:** Specify your returns goods policy, restocking charges, exchanges, etc. Will freight charges apply?

20. **Warranty:** Specify your warranty period and procedure. Please provide more detail than "see manufacturer's warranty".

Firm Name

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DISCOUNT FROM LIST

Item
No. Description

21. Do you as a manufacture or the manufacturer's distributor accept financial responsibility for shipping defective units (still under warranty) back to the manufacturer for repair/replacement?

Yes _____

No _____

22. Add any other information regarding ordering procedures that has not been discussed that you wish to have considered.

23. Does your company have a buyers guide either in computer form or on disk? If so, please include one copy/disk with your bid and briefly explain what is on computer form/disk (i.e. catalog number, description, page number, etc.)

24. **Product Safety:** All bidders when requested must be willing to make available to APS the information on benchmark and performance tests on product being bid. Overall strength, safety durability, and intended use of product must meet or exceed ANSI/BIFMA Safety and Performance Standards No. X5.1-1985. Upholstery must be protected with fabric protector, upholstery and foam to meet or exceed CA117 for flammability.

American Disabilities ACT (ADA): If vendor offers any music furniture, which had integrated adaptation for compliance with ADA standards without the purchase of additional equipment, identify such products.

Firm Name

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MUSIC FURNITURE ON DEMAND Page 13
DISCOUNT FROM LIST

WAREHOUSING OR STORAGE OF APS PRODUCT

1. Define in square feet, warehouse storage space available.

2. Address of your warehouse. _____

3. In relationship to warehousing undeliverable items, would APS be charged storage and/or handling fees after a certain number of days? (This would occur during times schools are not in session and/or during construction/remodel of schools.) If so, define the rate structure.

4. Indicate any added services your company would offer APS.

SUBMITALS

1. I certify that I have read and understand the information and conditions set forth in this bid.
2. I have enclosed or submitted under separate cover two (2) as required by this bid.
3. I have specified the warranty period and procedure.
4. I have enclosed the signature page located as the last page of this bid.
5. I fully understand that orders will be placed by the Purchasing Department. Orders placed by the schools/sites cannot be shipped without prior approval by the Purchasing Department.

Name (Typed or Printed)

Signature

Title (Typed or Printed)

Date

**CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM
BID NO. 12-048PS-SL**

CONFLICT OF INTEREST

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

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

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

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:

Name of Person Signing (typed or printed):

Title:

Date:

Name of Company (typed or printed):

Address:

City/State/Zip:

Telephone No:

Fax No.

Email Address

**ALBUQUERQUE PUBLIC SCHOOLS
BOARD OF EDUCATION
TERMS AND CONDITIONS
Bid No: 12-048PS-SL**

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 State Purchasing Department in the appropriate space. Provision of the number will be the responsibility of the contractor.

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

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

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

Packing, Shipping and Invoicing

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

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

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

Patent Indemnity

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

Warranties

Materials, supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar materials, supplies or services. The rights and remedies provided herein shall extend to APS and are in addition to and do not limit any rights afforded to APS by any other clause of this order. Seller agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

Inspection

Materials, supplies or services shall be furnished exactly as specified, free from all defects in workmanship, materials, and design. Final inspection and acceptance will be made at the destination. If, prior to final acceptance, any item(s) or service(s) are found to be defective or not as specified, APS may reject them, require the Seller to correct without charge or require delivery at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such item(s) within a time deemed reasonable by APS, APS may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies or services and, in addition to any other costs for which the Seller may become liable to APS under other provisions in these terms and

conditions, shall reimburse APS for all transportation costs, other related costs incurred, or payments to Seller for unaccepted materials, supplies and services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications are in addition to, and do not limit, APS rights provided in this section.

Assignment

Neither the order nor any interest therein, nor claim thereunder shall be assigned or transferred by the Seller except as authorized in writing by APS. No assignment or transfer shall relieve the Seller from its obligations and liabilities.

Non-discrimination

Sellers doing business with APS must be in compliance with Federal Civil Rights Act of 1964 and Title VII of the Act. Rev. 1979.

Changes

APS may make changes within the general scope of this order by giving notice to the Seller and subsequently confirming such changes in writing. If such changes affect the cost and/or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by the Seller shall be recognized without written approval of APS. Any claim of Seller for any adjustment must be made in writing within thirty (30) days from date of receipt by Seller of notification of such change unless APS shall waive this condition. Nothing in this section shall excuse Seller from proceeding with performance of the order as changed hereunder.

Kickback Statement

The Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for this violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kick-backs.

Termination

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

APS may by written notice terminate this order for Seller's default in whole or in part, at anytime, if Seller refuses or fails to comply, with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the item(s) or service(s) or to perform the service(s) within the time specified or any written extension thereof. In such event, APS may purchase or otherwise secure item(s) or service(s) and except as may be otherwise provided, Seller shall be liable to APS for any excess costs occasioned thereby.

If after notice of termination for default, APS determines that the Seller was not in default or that the failure to perform was due to causes beyond the control and without the fault or negligence of the Seller, termination shall be deemed for the convenience of APS, unless APS shall determine that the item(s) or service(s) were obtainable from other sources in sufficient time to meet required delivery schedule.

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

Contingency

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

Other Applicable Laws

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

Non-Collusion

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

Signature of Authorized Representative _____

Date _____

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)

Federal I.D. No. _____

Fax No: _____

Wats Line (If available) _____

E-Mail Address (If available) _____