



ALBUQUERQUE PUBLIC SCHOOLS

Procurement Division

Expect Great Things!

Winston Brooks
SUPERINTENDENT

Mark Heckart, CPM
DIRECTOR/PROCUREMENT OFFICER

June 20, 2011

BID: 12-006SC-SL Plumbing Supplies on Demand

DATE: July 7, 2011

TIME: 2:00 p.m.

LOCATION: Albuquerque Public Schools
(Address for Hand or Courier Delivery) Procurement Department
6400 Uptown Blvd NE, Suite 600W
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: Steven Carpenter, District Buyer
carpenter_st@aps.edu, (505) 878-6121

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

sls

6400 Uptown Blvd NE, Suite 600W Albuquerque, NM 87110 505.878.6126 505.830.1161 fax

Strategic
Direction:



Excellence in Academic
Achievement in a
Standards-Based Approach



Quality, Safe Learning
and Working Environments



Effective and Efficient
Systems

INTENT: The intent of this bid is to establish pricing structure for Albuquerque Public Schools (APS) for Plumbing Supplies on Demand in accordance with the attached specifications.

INFORMATION FOR BIDDERS

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

- Information to Bidders
- General Terms and Conditions
- General Conditions
- General Requirements
- Specifications and Pricing
- Terms and Conditions (Signature Page)

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 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. . All costs incurred by the bidder in the preparation of any material submitted in response to this bid shall be borne by the bidder. **An authorized representative of the company must sign the bid. Bids not signed and returned with bid submittal will be considered will be considered non-responsive and will be rejected.**

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 the 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.

Qualification 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 investigations and/or monitoring during the life of the contract to enforce any current policy of the Board of Education such as, but not limited to, no smoking or alcoholic beverages on APS property. As a general rule, any such regulation or

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

Familiarity with Conditions: Clarifications of bidding procedures may be made by contacting APS Procurement Division Steven Carpenter, District Buyer, telephone number (505) 878-6121; clarification of the specifications or other technical aspects of this bid may be made by contacting Frank Maes, M&O Mechanical Manager, at (505) 765-5950 ext 278. **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.

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

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.

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 bid 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.

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 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.

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 qualification 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.** APS reserves the right to make **multiple awards** to insure adequate coverage of service/or in the best interest of the District.

Taxes: APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTCC will be issued on request.

Protest: Any bidder, offeror or contractor who is aggrieved in connection with a procurement may protest to the Procurement Division, Albuquerque Public Schools. The protest shall be submitted in writing within 15 calendar days after the fact or occurrences giving rise thereto.

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.

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 the bidder can supply item(s) specified.

No contract exists on the part of Albuquerque Public Schools until a written Blanket Purchase Order (BPO) is executed which will bind the bidder to the terms and conditions of the bid. Issuance of a BPO will be considered sufficient notice of acceptance of the contract.

A Blanket Purchase Order (BPO) issued as a result of this Bid (Or RFP) has no dollar value associated with it and there are no guarantees that APS will require services or goods under the BPO. The BPO is an agreement on terms and conditions and pricing for possible future releases based on the needs of APS during the contract period.

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 products which do not meet specifications indicated in Bid at bidder's expense. Bidder guarantees the products delivered are standard, new, and regular stock.

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

GENERAL CONDITIONS

Contract Modifications: No oral statement by any person shall modify or otherwise affect the terms, conditions, specifications, or price agreements 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 Procurement Division. If appropriate, APS Procurement Division will issue a written addendum which shall thereafter become part of the bid documents and proposed contract documents. Oral interpretations other than routine clarification and the like if given shall not be binding unless reduced to such written addendum issued prior to bid opening. All bids shall be responsive to and include any addenda issued prior to bid opening.

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 Division. Upon such notification, the Contractor shall cease work immediately and shall submit an invoice for work satisfactorily completed to date. No allowance will be made for anticipated profits.

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

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

Some of the trade will be "walk-in." Contractor must satisfy himself as to the validity of each transaction beyond a reasonable doubt. For counter sales, a copy of the sales order that clearly shows the persons signature that received the materials, as well as the printed name, employee number and work order number must be attached to the invoice for compliance purposes. APS is not responsible for unauthorized purchases or those that cannot be identified.

Itemized invoices, clearly referencing appropriate purchase order, bid pricing item number, and contract number shall be submitted in duplicate to APS Maintenance and Operations, 915 Locust SE, Albuquerque, NM 87106. Copies of delivery tickets, signed by the receiving employees, and other information needed to substantiate charges shall be attached to the invoice for auditor tracking purposes.

Bidder's invoicing must be easily verifiable and traceable to the contract. Product numbers, brands, models etc. must be clearly defined. Contractor must also be prepared to furnish copies of price lists to the users as necessary. Invoices **must** include pricing structure as defined in the contract (fixed price or list price and discount).

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.

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 on half 1.5% percent per month. APS **will not** automatically include late charges in your payment. Late charges must be properly documented with separate invoice showing invoice numbers, amount, date, and computation to verify charges. Typically our payment schedule will be 30-45 days.

GENERAL REQUIREMENTS

Scope of Work: The purpose of this bid is to establish pricing structure for Plumbing Supplies on Demand from authorized companies for product and to be delivered to the M&O Materials Management Warehouse as required. Orders will be placed as needs develop. In the event that certain supplies specified are discontinued and/or replaced during this time period, APS may wish to purchase the replacement product at the same price or negotiate a percent of the price difference. APS reserves the right to award "all or none". You must bid on all items, both discount from list and specific pricing, or your bid will be considered non-responsive.

Any contract issued as a result of this solicitation be in effect for one (1) year from date of award with option to extend for three (3) years, one year at a time.

Renewal is contingent upon mutual agreement of the parties and appropriation of funding. Renewals must be at the pricing structure specified with no change in terms and conditions subject to the approval of both parties and contingent upon funding. The purpose of this bid is to establish pricing for product on demand. Pricing will *be structured as a discount from list*. The list will be allowed to change as may be standard in the industry, but the discount will remain firm. There is no provision for escalation of pricing other than manufacturer issuing a new price list. **Escalation in regards to pricing (page 10) will not be considered and will not be adjusted during the tenure of contract..** Bidder may decline renewal with no penalty and APS will rebid.

APS reserves the right to inspect the facilities to be used in the performance of this contract to verify that sufficient resources exist for the performance of this bid.

Although this contract is being bid on behalf of M&O Mechanical Department, individual school/departments will be referred to the successful contract in the event of requirements, which can be adapted to the specific items awarded.

Pricing: All pricing will be F.O.B. Destination including cost, insurance, and freight. F.O.B. destination shall be interpreted as final site as specified by APS. **BIDDER OWNS GOODS DURING TRANSIT.**

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

Although this contract is being bid on behalf of APS, vendor agrees to extend pricing to all New Mexico publicly funded entities in the event of requirements that can be adapted to the specified items awarded.

Delivery: Prompt delivery will be a factor in determining the successful bidder; therefore, delivery time after receipt of order must be stated in definite terms. *All orders must ship complete, no partial shipments will be accepted.*

Please ship to the following address Maintenance & Operations Warehouse Facility at 919 Locust SE, Albuquerque, New Mexico 87106, telephone number (505) 765-5950. This will be confirmed at time of order.

Delivery times quoted must be accurate. Failure to meet quoted times may result in cancellation of contract.

What is your current lead-time after receipt of order? _____

Walk in Trade: A portion of the trade will be "walk-in." Employees picking up materials must present proper identification. In addition, Maintenance and Operations workmen wear distinctive uniforms. Employees signing for materials which will be billed to APS must sign full name legibly and also write their employee number, location name, and work order number below the signature. Initials are not acceptable. Contractor must satisfy himself as to the validity of the transaction beyond a reasonable doubt. APS is not responsible for unauthorized purchases or those which cannot be identified. Credits will be issued to the APS account.

Contractor shall maintain at all times (or have access to) an ample stock of all product lines awarded to accommodate walk-in trade. Contract will be subject to cancellation if contractor must repeatedly special order items for over-the-counter sales.

Request(s) NOT Defined: Contractor shall be held accountable 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.

Quantities: Specify if your company will impose any minimum order quantity in either product or dollars.

What is your minimum order (quantities, dollars etc.)? _____

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

Product: Brand names as may be noted are for bidders reference as to the level of quality or characteristics desired. This is not a preference or an endorsement on the part of APS. If you are quoting another model/manufacturer, please include product literature and/or technical information adequate for APS to evaluate the quality and performance of the substitute product.

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

Samples/Product Literature/Technical Specifications: Please note the bid specifications carefully. If samples are required, please submit under separate cover unless item is very small and can be enclosed in your regular bid envelope. Sample product must reference the bid number, item number, and your company.

APS reserves the right to request additional samples at any time during the evaluation process. The samples received will be used to determine quality, durability and compliance with specifications. All samples are to be the same as those materials supplied by the successful bidder(s) upon bid award.

Samples shall be provided free of charge and be delivered and removed by the bidder at his expense. Award samples may be held for comparison with deliveries. APS shall not be held responsible for any samples damaged or destroyed in examination or testing. If sample is being sent under separate cover, please so note on your bid documents. APS will not unduly delay testing procedures or award for lack of sample product. Samples not removed within ten (10) days after notice to the bidder will be regarded as abandoned and APS shall have the right to dispose of them as its own property.

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

Warranty/Guarantee: All bidders must guarantee full satisfaction of their products' use or permit unsatisfactory products to be returned collect for full money refund. Bidders will replace damaged items at no cost to APS. This bid is for medical/training supplies.

Warranty terms shall be stated where requested on the bid and must be, as a minimum, the manufacturer's best-preferred warranty. Submit a copy of your warranty terms with your bid.

Basis of Award: Award(s) will be primarily based upon best bid price list and secondarily on the deepest discount pricing for comparable list/product or group of products. Delivery, comprehensiveness and currency of price list(s), walk-in trade and the best interests of the District may be factors in bid award

In the event APS receives comparable pricing structures and discount from 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. APS reserves the right to make **multiple awards** to insure adequate coverage of service/or in the best interest of the District.

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

Contractor must submit a discount from list for all items listed below. This will allow the list to change as the manufacturer or supplier dictates as long as the discount remains constant. This will require that the list prices as published by the manufacturer must be furnished to APS as they are updated or replaced. "Lists" artificially generated by the contractor will not be accepted. Only domestic products will be accepted.

CATEGORIES

DISCOUNT FROM LIST (%)

1. PLUMBING FIXTURES AND ACCESSORIES

CRANE

KOHLER

AMERICAN STANDARD

ELKAY

HALSEY TAYLOR

ZURN

SLOAN

2. PIPE, GALVANIZED –SCHEDULE 40

3. PIPE, GALVANIZED –FITTINGS SCHEDULE 40

4. NIPPLES, GALVANIZED –FITTINGS SCHEDULE 40

5. PIPE, BLACK (GAS) –SCHEDULE 40

6. PIPE, BLACK (GAS) –FITTINGS SCHEDULE 40

7. NIPPLES, BLACK PIPE (GAS) –SCHEDULE 40

8. PIPE & FITTINGS, NO HUB

9. PIPE, COPPER, RIGID AND TUBING

10. FITTINGS, COPPER

11. PIPE, PLASTIC, PVC –SCHEDULE 40, PE/BE

CATEGORIES

DISCOUNT FROM LIST (%)

12. FITTINGS PIPE, PLASTIC, PVC—SCHEDULE 40

13. PIPE, PLASTIC, PVC –SCHEDULE 80, PE

14. FITTINGS, PIPE, PLASTIC, PVC –SCHEDULE 80

15. PIPE, PVC, DWV, SDR-35 (SEWER) IRON

16. FITTINGS, PIPE, PVC/ABS/DWV SEWER (GSKT)

17. POLY, PIP 100 PSI (NSF) ASTM-D 2239, IPS PE3408

18. FITTINGS, POLY PIPE, 100 PSI (NSF) ASTM-D 2239, IPS, PE3408

19. FITTINGS, PIPE – MALLABLE & CAST IRON (STD)

20. STANDARD PIPE VALVES (GATE, BALL, CHECK)

21. STANDARD TUBULAR BRASS GOODS, WTR, CLO/LAV/SINK

22. FITTINGS, STANDARD ROUGH BRASS

23. NIPPLES, STANDARD ROUGH BRASS

24. COMPOUNDS, SEALANTS, CLEANERS & CEMENTS

25. INCIDENTAL PURCHASES: The majority of orders against this contract will be for the above items. APS may on accession need to purchase other items not specifically listed on either list. These are typically non-standard applications where it is impossible to anticipate actual usage. Therefore APS seeks to establish a % (percentage) discount off your list price for these type of purchases.

_____	_____	%
_____	_____	%
_____	_____	%

If additional space is required, please attach a separate sheet listing your additional offers in the same format as this bid price sheet.

In order to evaluate this bid the following is a sample of items most commonly ordered. Please quote your price on all of these items. Contractor must bid on all items or bid will be considered non-responsive.

YOUR PRICE

- 1. PIPE: 1 ½ BLACK T&C DOMESTIC, PER FOOT _____
- 2. PIPE: GALVANIZED, SCHEDULE 40, PER FOOT _____
- 3. PIPE: 2" ABS DWV, PER FOOT _____
- 4. INSIDE REPAIR KIT: URINAL. SLOAN A37A OR EQUAL _____
- 5. NIPPLE: ½" X 3", GALVANIZED _____
- 6. DIELECTRIC UNION: 1" IRON X IRON _____
- 7. REDUCER: 1 ½" X ¾", GALVANIZED _____
- 8. TEE: COPPER ¾" _____
- 9. BUSHING: ¾" X ¼", GALVANIZED _____
- 10. HOSE BIBB: ½" X MIP, ARROWHEAD 101 OR EQUAL _____
- 11. P TRAP: 1 ½" TUBULAR 17G _____
- 12. GAS COCK: 1" BRASS _____
- 13. PIPING: 4" DWV PVC BY FOOT _____
- 14. SHARK BITE BALL VALVES-1/2", 3/4", 1" _____
- 15. SHARK BITE TEES-1/2", 3/4", 1" _____
- 16. SHARK BITE ELBOWS-1/2", 3/4", 1" _____
- 17. SHARK BITE COUPLINGS-1/2", 3/4", 1" _____
- 18. GAS PRESSURE REGULATOR-1 _____
- 19. SENSORED LAVATORY FAUCET: SLOAN OR ZURN _____
- 20. FLUSH VALVES: SLOAN OR ZURN _____

**ALBUQUERQUE PUBLIC SCHOOLS
BOARD OF EDUCATION
TERMS AND CONDITIONS
Bid No. 12-006SC-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 initiated by the person signing the bid. Corrections and/or modifications received after the bid opening time will not be accepted. Bids must be submitted by the date and at, or prior to, the time specified for consideration. Late bids will not be accepted. All bids must be signed by an authorized representative of the company.

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

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

General

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

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

Award

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

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

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

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

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

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

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

Packing, Shipping and Invoicing

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

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

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

Patent Indemnity

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

Warranties

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

Inspection

Materials, supplies or services shall be furnished exactly as specified, free from all defects in workmanship, materials, and design. Final inspection and acceptance will be made at the destination. If, prior to final acceptance, any item(s) 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 subsuppliers at any tier.

Contingency

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

Other Applicable Laws

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

Non-Collusion

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

Signature of Authorized Representative _____

Contractor's License No: _____
(If Applicable)

Type or print name of above _____

Resident Certification No: _____
(If Applicable)

Name of Firm _____

Address _____

Fax No: _____

Wats Line (If available) _____

Area Code and Telephone No. _____

Federal ID No.: _____