



ALBUQUERQUE PUBLIC SCHOOLS

Procurement Division

Winston Brooks
SUPERINTENDENT

Mark Heckart, CPM
DIRECTOR/PROCUREMENT OFFICER

March 9, 2012

BID: 12-058RR-SL Reconditioning of Football Equipment

DATE: March 28, 2012

TIME: 10:00 a.m.

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

U.S. MAIL 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: Robert C. Russell, District Buyer
Russell_r@aps.edu, 505-878-6123

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. 12-058RR-SL
RECONDITIONING OF FOOTBALL EQUIPMENT

INTENT: Albuquerque Public Schools (APS) invites you to bid on **Reconditioning of Football Equipment** in accordance with the attached specifications. **ALL ITEMS ARE FOR ONE SHIPMENT TO ONE DESTINATION.**

INFORMATION FOR BIDDERS

1. **Contract Documents:** The bidding information included in this packet and listed below constitutes the contract documents. The bidder's signature signifies his full understanding of the terms and conditions of this bid. The award of the contract shall be made by a Blanket Purchase Order issued by APS to the contractor and shall bind the contractor to the terms of the contract documents.
 - Information for Bidders
 - General Terms and Conditions
 - General Conditions
 - General Requirements
 - Specifications and Pricing
 - Information Sheet
 - Site Visit Confirmation Form
 - Conflict of Interest and Debarment/Suspension Certificate Form
 - Terms and Conditions (Signature Page)

2. **Preparation of Bids:** Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in with ink or typewritten. Corrections shall be initialed in ink by the person signing the bid. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the bidder and the bid number as listed on the Bid Invitation. Improper identification may result in premature opening of, or failure to open bid. **An authorized representative of the company must sign the bid.**

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.

5. 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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laws apply to APS personnel shall be deemed to be in force for contractor's work force occupying any work site.

INFORMATION FOR BIDDERS CONTINUED

6. **Familiarity with Conditions:** Clarification of bidding procedures may be made by contacting APS Procurement Division, Robert C. Russell, District Buyer, telephone number (505) 878-6123; clarifications of technical aspects may be made by contacting APS Athletic Department, Ken Barreras, telephone number (505) 878-6160. **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.

7. **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
8. **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.
9. **Records:** Records shall be maintained by the contractor in compliance with municipal, federal, or state laws, ordinances, codes, and this contract. At any time during normal business hours and as APS may deem necessary, there shall be made available to APS for examination all of contractor's records with respect to all matters covered by this agreement. APS may audit, examine and/or make excerpts or transcripts from such records including by not limited to invoices, materials, payrolls, records of personnel, conditions of employment or any other such data as may be pertinent.
10. **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.**
11. **Tax Requirements:** APS holds a Class 9 Tax Exemption Certificate and is exempt from payment of taxes on tangible personal property. Services are not exempt. All prices quoted are to be exclusive of taxes.

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Taxes will be added as a separate item to invoice at the current rate. Successful bidder is responsible for payment of all taxes due as a result of this contract. Tax rates will fluctuate as required by law and will be shown as a separate amount.

INFORMATION FOR BIDDERS CONTINUED

Tax Requirements Continued: Without disturbing the total lump sum bid, APS reserves the right to adjust/correct the tax if necessary to comply with New Mexico Taxation and Revenue regulations, or in the event that a new tax rate shall become effective during the bid process. Award will be based on grand total of each item or on grand total of bid.

12. **Protest:** Any bidder, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Procurement Division, Albuquerque Public Schools. The protest shall be submitted in writing fifteen (15) calendar days after the fact or occurrences giving rise thereto.
13. **The Procurement Code:** The Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks. If your company is approached by any person seeking to receive favors, gratuities, kickbacks, either monetary or in kind, in connection with the performance of this contract, please contact the Purchasing Director at (505) 878-6112 or the Director of Internal Audit at (505) 880-3726.
14. **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 Blanket Purchase Order (BPO) is executed. Issuance of a BPO 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 any football equipment which does not meet specifications indicated in Bid at bidder's expense.

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

**BID NO. 12-058RR-SL
RECONDITIONING OF FOOTBALL EQUIPMENT**

GENERAL CONDITIONS

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

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

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

3. **Purchase Order and Invoicing Procedures:** Following bid award, a 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. 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. **APS WILL NOT PAY FOR UNAUTHORIZED PURCHASES.**

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

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.

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

**BID NO. 12-058RR-SL
RECONDITIONING OF FOOTBALL EQUIPMENT**

GENERAL REQUIREMENTS

1. **Scope of Work:** The purpose of this bid is to establish pricing for reconditioning of football equipment pick-up at Milne Stadium and delivered to APS Materials Management Warehouse. **PLEASE DO NOT BID UNLESS YOU HAVE AUTHORIZATION TO RECONDITION FOOTBALL EQUIPMENT IN THE STATE OF NEW MEXICO AND ARE A LEGITIMATE REPRESENTATIVE OF THE ITEMS REQUESTED.**
2. **Contract Period:** Any contract issued as a result of this solicitation will be in effect from date of award through July 1, 2013, with an option to renew for three additional years contingent upon funding and mutual agreement of parties. **APS will place firm orders for the quantity requested for immediate reconditioning as indicated on the pricing pages.** In the event that the equipment specified are discontinued and/or replaced during this time period, APS may wish to purchase the replacement model at the same price or negotiate a percent of the price increase. If market conditions, etc. are unstable, bidder may decline orders with no penalty.
3. **General Bid Information:** Contractor shall quote on the repairs needed to the best of his expertise. Should any item be subsequently found to be irreparable or in such poor condition that repairs cannot be guaranteed for the intended use of the equipment, the item shall be returned to APS with an explanation to that effect. No charge shall be made for repairs not performed. If any item shall require additional repairs beyond the originally specified amount because of concealed damage or other circumstances which could not have been known at the time of the initial examination, the repairs, if approved, will be charged at the same rate for a like repair on another piece of equipment or negotiated under the Changes clause in APS terms and conditions. APS must approve all changes prior to proceeding.
4. **Restoration of Equipment:** All equipment is to be restored to first class condition. Helmets will be painted as necessary by school color and design. Replacements of accessories such as vinyl extra large jaw pads, face masks, air cells, air liners, chin straps and hardware will be new as specified. (No redipped cages accepted.) Shells, if exchanged, must be the same brand as supplied by APS. All helmets will be cleaned, sanitized, tested and recertified by NAERA member as authorized by NOCSAE. Shoulder pads will be thoroughly checked for broken anchorage. Stitching and/or necessary securing methods will be performed as needed. All pads to be cleaned and sanitized.
5. **Site Visit & Inspection:** As a convenience to the bidder, all items have been assembled in one lot at Milne Stadium for inspection purposes and may be seen at any time by contacting APS Athletic Department, Ken Barreras, telephone number (505) 878-6160 or Ed Drangmeister, telephone number (505) 878-6164. Bidders are required to visit the site to acquaint themselves with all conditions affecting the work to be done. **A site visit is mandatory in order to submit a bid.** Bidders must include the site visit confirmation with their bid. No claim shall be made nor will one be allowed the contractor for negligence, misunderstanding or error in this regard.
6. **Pricing Structure:** Prices quoted must include packaging and freight for shipment from the APS collection point at Milne Stadium, Hazeldine and Cedar SE, Albuquerque, New Mexico 87106 to the contractor's repair site and returned to APS Materials Management at 912 Oak Street SE, Albuquerque, New Mexico 87106. Note that collection point and return locations are not the same. All shipments are to be F.O.B. destination.

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New Mexico 87106. Note that collection point and return locations are not the same. All shipments are to be F.O.B. destination.

GENERAL REQUIREMENTS CONTINUED

7. **Pick-up and Delivery:** Football equipment must be picked-up prior to March 31, 2012. All repaired items must be returned prior to July 1, 2012. Prompt delivery is of the essence and will be a factor in determining the successful bidder; therefore, delivery time after receipt of order must be stated in definite terms.

Pick-up and Delivery Continued: Delivery time 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.

8. **Insurance:** Submit a copy of your liability insurance coverage with your bid. Must meet or exceed New Mexico Tort Claim Act.
9. **Warranty/Guarantee:** All bidders must guarantee full satisfaction of their products' use or permit unsatisfactory product to be returned collect for full money refund. Bidders will replace damaged items at no cost to APS.

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

10. **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.

Firm Name _____

Bid No. _____

Page _____

RECONDITIONING OF FOOTBALL EQUIPMENT

The following information is an inventory of football helmets and shoulder pads to be reconditioned for the 2011-2012 school year. Refer to the information listed by school, helmet manufacturer and model when quoting prices for the following bid. It is necessary that helmet and faceguard (mask) colors match existing stock and be reconditioned accordingly. Faceguards to be replaced with color listed below, if necessary.

Do not bid if you are unable to match colors or meet the requirements of the bid.

2012 ALBUQUERQUE PUBLIC SCHOOLS FOOTBALL HELMET INVENTORY FOR RECONDITIONING

DETAILS			SCHUTT						RIDDELL			RAWLINGS		ADAMS	TOTAL
SCHOOL	HELMET COLOR	MASK COLOR	AIR ADV	AIR XP	PRO AIR II	DNA	COMMAND	ION 4D	REVO	SPEED	VSR-4	QUANTUM	IMPULSE	PRO ELITE	TOTAL
Albuquerque	White	White	59	0	0	51	0	0	6	0	3	0	0	2	121
Atrisco	Schutt 224: South Bend Gold	Gray	61	9	0	8	0	0	0	0	18	0	0	0	96
Cibola	Schutt 236: Metallic Light Gold	Black	66	2	17	39	0	1	0	0	0	0	0	1	126
Del Norte	Black	Black	64	0	1	48	0	0	10	0	0	0	0	0	123
Eldorado	White	White	92	18	1	18	0	6	0	0	0	5	0	1	141
Highland	Navy	Navy	48	42	1	2	0	0	0	0	0	0	0	0	93
La Cueva	Schutt 243: Ex-Bright Metallic Silver	Gray	31	20	16	28	0	14	24	1	0	0	0	4	138
Manzano	Schutt 586: Pearl Purple	Purple	46	2	15	20	0	0	42	0	13	0	0	0	138
Rio Grande	White	Black	43	8	0	18	0	2	17	0	4	0	0	1	93
Sandia	White	Scarlet	38	3	0	76	0	1	0	0	0	0	0	0	118
Valley	Maroon	Maroon	75	0	11	28	0	0	0	0	0	0	0	0	114
Volcano	Black	Black	99	12	1	20	2	1	0	0	30	0	0	0	165
West Mesa	Riddell 2779: Kansas Blue	Black	39	0	16	0	1	16	11	0	40	11	0	9	143
TOTAL			761	116	79	356	3	41	110	1	108	16	0	18	1609

2012 ALBUQUERQUE PUBLIC SCHOOLS SHOULDER PAD INVENTORY FOR RECONDITIONING

SCHOOL	SHOULDER PAD QUANTITY
Albuquerque	0
Atrisco	0
Cibola	0
Del Norte	0
Eldorado	24
Highland	0
La Cueva	38
Manzano	0
Rio Grande	0
Sandia	14
Valley	0
Volcano	0
West Mesa	0
TOTAL	76

Firm Name

Bid No.

Page

RECONDITIONING OF FOOTBALL EQUIPMENT

Item No.	Estimated Quantity	Description	Unit Price	Total Price
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FOOTBALL HELMET RECONDITIONING

FOOTBALL HELMETS: Base price to include the cleaning, sanitizing, and re-certification of every helmet according to NOCSAE standards. Removal, inspection, replacement of defective parts, and re-installation of the following parts: faceguard-replace with identical style faceguard appropriate to helmet model and color to be matched as specified, jaw pads-replace with identical style jaw pads appropriate to helmet model, chin strap-replace with new football chin strap appropriate to helmet model on ALL helmets. Chin strap and all faceguard hardware shall be included in the base price. The base price shall also include exterior cleaning, buffing, waxing, and painting of shell (if necessary). Include in the base price any additional charges/credits (i.e. non-certifiable helmet charges, NOCSAE and insurance charges, additional parts, etc.).

1.	761 each	Base Price: SCHUTT AIR ADVANTAGE	_____	_____
2.	116 each	Base Price: SCHUTT AIR XP	_____	_____
3.	79 each	Base Price: SCHUTT PRO AIR II	_____	_____
4.	356 each	Base Price: SCHUTT DNA	_____	_____
5.	3 each	Base Price: SCHUTT COMMANDER	_____	_____
6.	41 each	Base Price: SCHUTT ION 4D	_____	_____
7.	110 each	Base Price: RIDDELL REVOLUTION	_____	_____
8.	1 each	Base Price: RIDDELL SPEED	_____	_____
9.	108 each	Base Price: RIDDELL VSR-4	_____	_____
10.	16 each	Base Price: RAWLINGS QUANTUM	_____	_____
11.	0 each	Base Price: RAWLINGS IMPULSE	_____	_____
12.	18 each	Base Price: ADAMS PRO ELITE	_____	_____

Firm Name

Bid No.

Page

RECONDITIONING OF FOOTBALL EQUIPMENT

NOTE: ALL HELMET REPLACEMENT PARTS SHALL CARRY A ONE-YEAR WARRANTY AND MAY BE REQUESTED TO BE REPLACED UNDER WARRANTY AT NO CHARGE.

NOTE: CUSTOMER HELMET LISTING/REPORT/SUMMARY ON HELMETS RECONDITIONED AND/OR REJECTED SHOULD BE INCLUDED WITH DELIVERY OF HELMETS.

SUBTOTAL: Items 1 through 14 _____

Tax (_____ %) _____

TOTAL: Items 1 through 14 _____

SHOULDER PAD RECONDITIONING

SHOULDER PADS: Base price to include cleaning/sanitizing, re-stitching and complete rebinding of body. Replacement of broken slide and lace stays. Inspection and replacement of all old thread and rivets where defective or rusted. Removal, inspection, replacement of defective parts, and re-installation of the following parts: new elastic straps installed, new fastener hardware installed (T-Hooks), new flaps installed, new caps installed.

15. 76 each **Base Price: SHOULDER PADS** _____

NOTE: ALL SHOULDER PAD REPLACEMENT PARTS SHALL CARRY A ONE-YEAR WARRANTY AND MAY BE REQUESTED TO BE REPLACED UNDER WARRANTY AT NO CHARGE.

NOTE: CUSTOMER SHOULDER PAD LISTING/REPORT/SUMMARY ON SHOULDER PADS RECONDITIONED AND/OR REJECTED SHOULD BE INCLUDED WITH DELIVERY OF SHOULDER PADS.

SUBTOTAL: Item 15 _____

Tax (_____ %) _____

TOTAL: Item 15 _____

GRAND TOTAL: Items 1 through 15 (Inclusive) _____
(APS may or may not award all or none)

Tax (_____ %) _____

GRAND TOTAL: Items 1 through 15 _____

Firm Name

**BID NO. 12-058RR-SL
INFORMATION SHEET
RECONDITIONING OF FOOTBALL EQUIPMENT**

Note: Your bid may be rejected if you do not submit these pages.

Are you "Licensed NOCSAE" for Riddell football equipment? _____

If you are not a "Licensed NOCSAE" for Riddell football equipment, who will be reconditioning the football equipment? _____

Is this company a "Licensed NOCSAE" for Riddell? _____

Are you or this company a member of NAERA? _____

Who will be inspecting the Riddell football equipment? _____

What is your warranty on Riddell parts? _____

Are you "Licensed NOCSAE" for AHI/Schutt football equipment? _____

If you are not a "Licensed NOCSAE" for AHI/Schutt football equipment, who will be reconditioning the football equipment? _____

Is this company a "Licensed NOCSAE" for AHI/Schutt? _____

Are you or this company a member of NAERA? _____

Who will be inspecting the AHI/Schutt football equipment? _____

What is your warranty on AHI/Schutt parts? _____

Are you "Licensed NOCSAE" for Bike/Adams football equipment? _____

If you are not a "Licensed NOCSAE" for Bike/Adams football equipment, who will be reconditioning the football equipment? _____

Is this company a "Licensed NOCSAE" for Bike/Adams? _____

Are you or this company a member of NAERA? _____

Who will be inspecting the Bike/Adams football equipment? _____

What is your warranty on Bike/Adams parts? _____

Is your Site-Inspection form signed and included with bid? _____

Firm Name

**BID NO. 12-058RRR-SL
INFORMATION SHEET CONTINUED
RECONDITIONING OF FOOTBALL EQUIPMENT**

Note: Your bid may be rejected if you do not submit these pages.

Who will be picking up football equipment and what is the relationship to your company?

Describe your liability insurance.

Have you included a copy of your liability insurance?

Will equipment be repaired and returned to APS prior to July 1, 2012? If not, indicate return date?

Firm Name

Bid No. 12-058RR-L

SITE VISIT CONFIRMATION FORM
RECONDITIONING OF FOOTBALL EQUIPMENT

Important: Site visit is mandatory in order to submit a bid. Bidders must include this site visit confirmation with their bid.

LOCATION

Milne Stadium
1000 Hazeldine SE
Albuquerque, New Mexico 87106

*Note: Hazeldine and Cedar Cross Streets

Athletic Director's Signature

Date

Athletic Coordinator's Signature

Date

Athletic Director should be available to sign this sheet. If not, the signature of the Athletic Coordinator will be acceptable.

Do you agree with the estimated quantities listed? _____ If not, please indicate your estimated quantities on pricing pages.

If additional parts are required, indicate estimated quantity, part name, number, and pricing on pricing pages provided. Additional copies may be made as needed.

**CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM
RECONDITIONING OF FOOTBALL EQUIPMENT FOR APS.
BID NO. 12-058RR-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 vendor. _____

DEBARMENT/SUSPENSION STATUS

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

CERTIFICATION

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

Signature: _____

Name of Person Signing (typed or printed): _____

Title: _____

Date: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____

**ALBUQUERQUE PUBLIC SCHOOLS
BOARD OF EDUCATION
TERMS AND CONDITIONS
Bid No. 12-058RR-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 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 _____

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)

Fax No: _____

Wats Line (If available) _____

Federal ID No.: _____