



**ALBUQUERQUE  
PUBLIC SCHOOLS**

**PRICE AGREEMENT NO. 14245  
AMENDMENT NO. 1**

**ALBUQUERQUE PUBLIC SCHOOLS - PROCUREMENT DIVISION  
PO BOX 25704  
ALBUQUERQUE, NEW MEXICO 87125  
PHONE (505) 881-8415  
FAX (505) 830-1161**

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Aire Filter Products  
3324 Columbia NE  
Albuquerque, NM 87107

**SHIP TO**

Maintenance and Operations

**ATTENTION  
OF**

Frank Maes, Manager

<b>DATE</b>	<b>VENDOR CODE</b>
5/9/2016	32299

The Procurement Code, Sections 13-1-28 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.

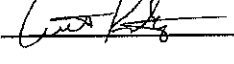
**PLEASE SHOW PRICE AGREEMENT NUMBER ON ALL INVOICES, SHIPPING PAPERS, PACKAGES, CORRESPONDENCE, ETC. INVOICE IN DUPLICATE.**

<b>ITEMS, TERMS, &amp; CONDITIONS</b>
<p><b>PRICE AGREEMENT</b> Air Filters &amp; Services Contract Term: <u>February 01, 2015 to January 31, 2019</u> Per terms and conditions of: <u>15-035 DD-AM</u> Board Approved: <u>12/17/2014</u> Pricing Attached</p> <p><b>SEVICES AND/OR GOODS TO BE PROVIDED:</b> The Contractor shall provide the good(s) and/or service(s), as defined in this agreement, on an "as ordered" basis. This is not an order and no funds are obligated under this Pricing Agreement. Funds are obligated by approved purchase orders on an "as needed" basis. Contractor shall receive separate individual Purchase Orders for each individual requests.</p> <p><b>MINIMUM AMOUNT:</b> Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with this pricing agreement.</p> <p><b>QUOTES AND PAYMENT:</b> The Contractor shall include the APS Pricing Agreement Number on each quote and reflect the price as awarded. If a quote is based on a percentage discount, the quote should document the list price, discount percent, and final price. The invoice submitted for payment shall match the quote and shall note the purchase order number.</p> <p><b>PRICING ESCALATION:</b> Price escalation will be considered only at yearly observance of award and only upon receipt of written request from contractor stating reason for escalation and the amount being requested. Justifying documentation must accompany price escalation request.</p> <p><b>AMMENDMENTS:</b> This Pricing Agreement shall not be altered, changed, or amended except by written agreement signed by both parties.</p> <p><b>Reason for Amendment:</b> Extension</p> <p>Contact: Curt Kirchenmar                      Phone: 505-830-5710                      Email: ck@airefilterproducts.com</p>

**PROCUREMENT DIVISION AUTHORIZED SIGNATURE**

  
Date: 5/9/16

**VENDOR AUTHORIZED SIGNATURE**

  
Date: 5-9-16

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**ITEMS, TERMS, & CONDITIONS**

**PRICE AGREEMENT**

**Air Filters & Services**

Contract Term: February 01, 2015 to January 31, 2019

Per terms and conditions of: 15-035 DD-AM

Board Approved: 12/17/2014

Pricing Attached

**SEVICES AND/OR GOODS TO BE PROVIDED:** The Contractor shall provide the good(s) and/or service(s), as defined in this agreement, on an "as ordered" basis. This is not an order and no funds are obligated under this Pricing Agreement. Funds are obligated by approved purchase orders on an "as needed" basis. Contractor shall receive separate individual Purchase Orders for each individual requests.

**MINIMUM AMOUNT:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with this pricing agreement.

**QUOTES AND PAYMENT:** The Contractor shall include the APS Pricing Agreement Number on each quote and reflect the price as awarded. If a quote is based on a percentage discount, the quote should document the list price, discount percent, and final price. The invoice submitted for payment shall match the quote and shall note the purchase order number.

**PRICING ESCALATION:** Price escalation will be considered only at yearly observance of award and only upon receipt of written request from contractor stating reason for escalation and the amount being requested. Justifying documentation must accompany price escalation request.

**AMMENDMENTS:** This Pricing Agreement shall not be altered, changed, or amended except by written agreement signed by both parties.

**Reason for Amendment:** Extension

Contact: Curt Kirchenmar

Phone: 505-830-5710

Email: [ck@airefilterproducts.com](mailto:ck@airefilterproducts.com)

**PROCUREMENT DIVISION AUTHORIZED SIGNATURE**

**VENDOR AUTHORIZED SIGNATURE**

  
Date: 5/9/16

\_\_\_\_\_  
Date

# ALBUQUERQUE PUBLIC SCHOOLS (APS) GENERAL TERMS AND CONDITIONS

- 1. INSPECTION.** The materials, supplies or services furnished shall be exactly as specified in this order, free from defects in Seller's design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by APS at all times and places. If, prior to final acceptance, any materials, supplies or services are found to be defective or not as specified, APS may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such defects 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 and services and, in addition to any other costs for which Seller may become liable to APS under other provisions of this order, shall reimburse APS for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order 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's rights provided in this Paragraph.
- 2. WARRANTIES.** Seller warrants the materials, supplies or services furnished to be exactly as specified in this order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties, express or implied are incorporated herein.
- 3. 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.
- 4. CHANGES.** APS may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of APS. Any claim of Seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless APS waives this condition. Nothing in this Paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.
- 5. LABOR DISPUTES.** Seller shall give prompt notice to APS of any actual or potential labor dispute which delays or may delay timely performance of this order.
- 6. TERMINATION AND DELAYS.** 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 pro rata 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 this order; provided compensation hereunder shall in no event exceed the total order price. Such amount will be limited to the Seller's actual cost and shall not include anticipated profits.  
APS may by written notice terminate this order for Seller's default, in whole or in part, at any time, 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 items or services or to perform the services within the time specified or any written extension thereof. In such event, APS may purchase or otherwise secure items or services and, except as otherwise provided herein, Seller shall be liable to APS for any excess costs occasioned APS thereby, including incidental and consequential damages.  
If, after notice of termination for default, APS determines that the Seller was not in default or that the failure to perform this order is due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of APS, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of APS, unless it shall be determined that the items or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.  
If APS determines that Seller has been delayed in the work due to causes beyond the control and without the fault and negligence of the Seller, APS may extend the time for completion of the work called for by this order, when promptly applied for in writing by the Seller; and if such delay is due to failure of APS, not caused or contributed by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Paragraph. Sole remedy of Seller in event of delay by failure of APS to perform shall, however, 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.  
The rights and remedies of APS provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order. As used in this Paragraph, the word "Seller" includes Seller and its sub suppliers at any tier.
- 7. AFFIRMATIVE ACTION.** Seller shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Seller agrees to adhere to the principle set forth in Executive Order 11246 and 11375, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy effectively to all persons concerned within Seller's company, with outside recruiting services and the minority community at large; to provide APS on request a breakdown of its labor force by ethnic group, sex, and job category; and to discuss with APS its policies and practices relating to its affirmative action program.
- 8. INDEMNIFICATION AND INSURANCE.** Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performances of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of APS. Seller shall indemnify and hold harmless APS, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order on premises occupied by or under the control of APS.
- 9. PATENT AND COPYRIGHT INDEMNITY.** Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall indemnify and hold APS harmless from any cost, expense, damage, or loss resulting therefrom.
- 10. DISCOUNTS.** APS will take advantage of prompt payment discounts whenever possible; however these will not be used as a means to determine the low responsive and responsible bidder. Any discount period will not begin until the materials, supplies or services have been received and accepted and a correct invoice submitted for payment. If testing is required, discount period will not begin until such tests are satisfactorily completed.
- 11. CONTINGENCY FEES.** 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.
- 12. PENALTIES.** The New Mexico Procurement Code (NMSA 1978) imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose penalties for bribes, gratuities and kickbacks.
- 13. TITLE AND DELIVERY.** Title to the materials and supplies passed hereunder shall pass to APS at the F.O.B. point specified subject to the right of APS to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from APS's Purchasing Department. Order is subject to termination for failure to make timely delivery.
- 14. TAX STATUS.** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of tax on the purchase of tangible personal property. This certificate will be issued upon request. It is not valid for the purchase of services including construction, or materials that become part of a construction project or for the lease of property. Seller is responsible for payment of all applicable taxes, which will be added to invoice as a separate item at the current rate.
- 15. APPLICABLE LAWS.** If this order is a subcontract under a U.S. Government Prime Contract, applicable clauses of the Federal Acquisition Regulations are incorporated herein by reference. Any provision 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 also shall be deemed to be incorporated herein. Any contract or litigation resulting from acceptance of this purchase order will be construed according to the laws of the State of New Mexico unless otherwise stated.

BID #15-035DD-AM AIR FILTERS AND SERVICES  
PRICE LIST

Dealer	Manuf	AIR FILTERS				% Discount from List				SERVICE
		BRAND OR MANUFACTURER	PRODUCT NUMBER	DESCRIPTION	SIZE	APS STOCK NUMBER	LIST PRICE	DISCOUNT PERCENTAGE	APS DISCOUNT PRICE	
Aire Filter Products	AAF	10241PP	AIR FILTER 1"	10"x24"x1"	760280	\$ 10.25	27.32%	\$ 2.80	NO	\$ 3.00
Aire Filter Products	AAF	10101PP	AIR FILTER 1"	10X10X1		\$ 6.73	39.50%	\$ 2.66	NO	\$ 3.00
Aire Filter Products	AAF	10201PP	AIR FILTER 1"	10X20X1		\$ 5.63	43.00%	\$2.44	NO	\$ 3.00
Aire Filter Products	AAF	10202SCM8	AIR FILTER 2"	10X20X2		\$ 5.58	35.00%	\$ 1.96	NO	\$ 3.00
Aire Filter Products	AAF	10301PP	AIR FILTER 1"	10x30x1		\$ 10.42	31.00%	\$3.20	NO	\$ 3.00
Aire Filter Products	AAF	12121PP	AIR FILTER 1"	12X12X1		\$ 5.87	45.00%	\$2.64	NO	\$ 3.00
Aire Filter Products	AAF	12161PP	AIR FILTER 1"	12"x16"x1"	760330	\$ 9.04	31.60%	\$ 2.86	NO	\$ 3.00
Aire Filter Products	AAF	12201PP	AIR FILTER 1"	12X20X1		\$ 6.05	45.00%	\$2.73	NO	\$ 3.00
Aire Filter Products	AAF	12202SCM8	AIR FILTER 2"	12X20X2		\$ 5.75	37.00%	\$ 2.11	NO	\$ 3.00
Aire Filter Products	AAF	12241PP	AIR FILTER 1"	12X24X1		\$ 6.39	41.00%	\$2.63	NO	\$ 3.00
Aire Filter Products	AAF	12242SCM8	AIR FILTER 2"	12"x24"x2"	760335	\$ 5.79	36.00%	\$ 2.08	NO	\$ 3.00
Aire Filter Products	AAF	12244SCM8	AIR FILTER 4"	12X24X4		\$ 11.77	40.00%	\$ 4.67	NO	\$ 3.00
Aire Filter Products	AAF	12301PP	AIR FILTER 1"	12X30X1		\$ 11.29	31.00%	\$ 3.44	NO	\$ 3.00
Aire Filter Products	AAF	14141PP	AIR FILTER 1"	14X14X1		\$ 9.75	31.00%	\$ 2.99	NO	\$ 3.00

BID #15-035DD-AM AIR FILTERS AND SERVICES  
PRICE LIST

Aire Filter Products	AAF	14201PP	AIR FILTER 1"	14X20X1		\$ 5.97	43.00%	\$ 2.59	NO	\$	3.00
Aire Filter Products	AAF	14202SCM8	AIR FILTER 2"	14X20X2		\$ 6.18	38.00%	\$ 2.32	NO	\$	3.00
Aire Filter Products	AAF	14241PP	AIR FILTER 1"	14X24X1		\$ 10.42	30.00%	\$ 3.15	NO	\$	3.00
Aire Filter Products	AAF	14251PP	AIR FILTER 1"	14X25X1		\$ 6.72	38.00%	\$ 2.56	NO	\$	3.00
Aire Filter Products	AAF	14252SCM8	AIR FILTER 2"	14X25X2		\$ 6.54	35.00%	\$ 2.30	NO	\$	3.00
Aire Filter Products	AAF	14301PP	AIR FILTER 1"	14X30X1		\$ 10.81	31.00%	\$ 3.35	NO	\$	3.00
Aire Filter Products	AAF	15201PP	AIR FILTER 1"	15X20X1		\$ 5.88	44.00%	\$ 2.57	NO	\$	3.00
Aire Filter Products	AAF	15202SCM8	AIR FILTER 2"	15X20X2		\$ 5.85	37.00%	\$ 2.16	NO	\$	3.00
Aire Filter Products	AAF	15252SCM8	AIR FILTER 2"	15X25X2		\$ 7.17	40.00%	\$ 2.84	NO	\$	3.00
Aire Filter Products	AAF	16161PP	AIR FILTER 1"	16X16X1		\$ 6.85	40.00%	\$ 2.74	NO	\$	3.00
Aire Filter Products	AAF	16162SCM8	AIR FILTER 2"	16X16X2		\$ 8.28	38.00%	\$ 3.15	NO	\$	3.00
Aire Filter Products	AAF	16201PP	AIR FILTER 1"	16"x20"x1"	760480	\$ 5.40	39.00%	\$ 2.09	NO	\$	3.00
Aire Filter Products	AAF	16202SCM8	AIR FILTER 2"	16"x20"x2"	760490	\$ 2.89	25.00%	\$ 2.11	NO	\$	3.00
Aire Filter Products	AAF	16204SCM8	AIR FILTER 4"	16X20X4		\$ 12.25	40.00%	\$ 4.87	NO	\$	3.00
Aire Filter Products	AAF	16241PP	AIR FILTER 1"	16X24X1		\$ 10.61	27.00%	\$ 2.86	NO	\$	3.00
Aire Filter Products	AAF	16242SCM8	AIR FILTER 2"	16X24X2		\$ 6.71	40.00%	\$ 2.66	NO	\$	3.00
Aire Filter Products	AAF	16251PP	AIR FILTER 1"	16"x25"x1"	760500	\$ 5.96	37.00%	\$ 2.19	NO	\$	3.00
Aire Filter Products	AAF	16252SCM8	AIR FILTER 2"	16"x25"x2"	760510	\$ 6.40	37.00%	\$ 2.36	NO	\$	3.00
Aire Filter Products	AAF	16254SCM8	AIR FILTER 4"	16X25X4		\$ 13.32	35.00%	\$ 4.66	NO	\$	3.00
Aire Filter Products	AAF	16301PP	AIR FILTER 1"	16X30X1		\$ 10.93	33.00%	\$ 3.56	NO	\$	3.00
Aire Filter Products	AAF	18181PP	AIR FILTER 1"	18X18X1		\$ 10.47	31.00%	\$ 3.25	NO	\$	3.00
Aire Filter Products	AAF	18201PP	AIR FILTER 1"	18X20X1		\$ 7.28	44.00%	\$ 3.18	NO	\$	3.00
Aire Filter Products	AAF	18202SCM8	AIR FILTER 2"	18X20X2		\$ 8.61	44.00%	\$ 3.79	NO	\$	3.00
Aire Filter Products	AAF	18241PP	AIR FILTER 1"	18X24X1		\$ 6.89	44.00%	\$ 3.02	NO	\$	3.00
Aire Filter Products	AAF	18242SCM8	AIR FILTER 2"	18X24X2		\$ 7.47	36.00%	\$ 2.69	NO	\$	3.00

BID #15-035DD-AM AIR FILTERS AND SERVICES  
PRICE LIST

Aire Filter Products	AAF	18244SCM8	AIR FILTER 4"	18X24X4		\$ 14.39	33.00%	\$ 4.75	NO	\$ 3.00
Aire Filter Products	AAF	18251PP	AIR FILTER 1"	18X25X1		\$ 7.13	42.00%	\$ 2.99	NO	\$ 3.00
Aire Filter Products	AAF	18252SCM8	AIR FILTER 2"	18X25X2		\$ 7.59	52.00%	\$ 3.95	NO	\$ 3.00
Aire Filter Products	AAF	20201PP	AIR FILTER 1"	20"x20"x1"	760580	\$ 6.03	36.00%	\$ 2.16	NO	\$ 3.00
Aire Filter Products	AAF	20202SCM8	AIR FILTER 2"	20"x20"x2"	760590	\$ 6.46	38.00%	\$ 2.45	NO	\$ 3.00
Aire Filter Products	AAF	20204SCM8	AIR FILTER 4"	20X20X4		\$ 13.14	36.00%	\$ 4.70	NO	\$ 3.00
Aire Filter Products	AAF	20241PP	AIR FILTER 1"	20X24X1		\$ 10.86	21.00%	\$ 2.28	NO	\$ 3.00
Aire Filter Products	AAF	20242SCM8	AIR FILTER 2"	20"x24"x2"	760600	\$ 7.48	36.00%	\$ 2.66	NO	\$ 3.00
Aire Filter Products	AAF	20244SCM8	AIR FILTER 4"	20X24X4		\$ 14.84	32.00%	\$ 4.75	NO	\$ 3.00
Aire Filter Products	AAF	20251PP	AIR FILTER 1"	20"x25"x1"	760610	\$ 6.53	36.00%	\$ 2.35	NO	\$ 3.00
Aire Filter Products	AAF	20252SCM8	AIR FILTER 2"	20"x25"x2"	760620	\$ 7.36	36.00%	\$ 2.65	NO	\$ 3.00
Aire Filter Products	AAF	20254SCM8	AIR FILTER 4"	20X25X4		\$ 14.74	33.00%	\$ 4.81	NO	\$ 3.00
Aire Filter Products	AAF	20301PP	AIR FILTER 1"	20X30X1		\$ 11.62	29.00%	\$ 3.32	NO	\$ 3.00
Aire Filter Products	AAF	20302SCM8	AIR FILTER 2"	20X30X2		\$ 10.58	42.00%	\$ 4.44	NO	\$ 3.00
Aire Filter Products	AAF	24241PP	AIR FILTER 1"	24X24X1		\$ 6.55	41.00%	\$ 2.66	NO	\$ 3.00
Aire Filter Products	AAF	24242SCM8	AIR FILTER 2"	24"x24"x2"	760630	\$ 8.19	36.00%	\$ 2.95	NO	\$ 3.00
Aire Filter Products	AAF	24244SCM8	AIR FILTER 4"	24X24X4		\$ 15.68	31.00%	\$ 4.83	NO	\$ 3.00
Aire Filter Products	AAF	25251PP	AIR FILTER 1"	25"x25"x1"	7605001	\$ 8.20	43.00%	\$ 3.50	NO	\$ 3.00
Aire Filter Products	AAF	25252SCM8	AIR FILTER 2"	25X25X2		\$ 9.41	42.00%	\$ 3.92	NO	\$ 3.00

VENDOR NAME: Aire Filter Products

**Bid Submittal:** Provide the following information regarding your company and include with your bid response. APS reserves the right to request additional information as necessary.

1. **Contract Designee:**

NAME: Curt Kirschenman

TITLE: Manager

OFFICE PHONE NUMBER: 505-830-5710

FAX NUMBER: 505-830-5712

CELL PHONE NUMBER: 605-261-6094

EMAIL ADDRESS: ck@airefilterproducts.com

(Please notify APS if contract designee changes. Upon award failure to notify APS may result in cancellation of contract.)

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

\_\_\_\_\_

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

AFP

3324 Columbia NE. Albuq. NM 87107

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

AFP Po Box 1119 Glendale, AZ

85318

5. **Federal Identification No.:**

\_\_\_\_\_ 

6. Minimum Order/Delivery amount per order to qualify for discount: (if applicable.)

NA

7. Miscellaneous Charges: (i.e. small order charge, surcharge, etc. Please specify name of charge and amount or percentage.)

NA

8. What is your average lead-time after receipt of order (ARO)? 7 days.

9. Describe your Return Goods Policy: Indicate any restocking fees for returns and/or exchanges. Include any freight charges that may apply.

15%

10. Air Filter Replacement: It is required that most orders will be delivered, and replaced with all packing materials removed and disposed of. APS Maintenance & Operations Department manages a computerized database that will issue work order schedules on an as needed basis or according to seasonal obligations. All work performed must be under the supervision of a N.A.F.A. certified technician. Please acknowledge below and include certifications with your response.

We have 1 tech certified out of Phoenix office

11. Additional Services: Please include other services your company provides that relates to Air Filter Replacement and any related charges.

Number of mechanical rooms have dirty filters from previous years before we started we will clean up for \$50 per hr.



Bid No. 15-035DD-AM Air Filters and Services

12. **Warranty:** Specify your warranty period and include a current copy.

3 months on pleats 1 year on  
Uvicels

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

Yes X No \_\_\_\_\_

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

Filters with wire backing should not be used  
they rust with all of the evaporative coolers

15. Does your company have a buyer's guide or catalog available on disc format? If so, please include one copy with your bid and briefly explain the information included (i.e. catalog number, description, page number, etc.).

CD with all products

16. **Product Safety:** Bidder must include all Material Safety Data Sheets related to the products being offered. Please acknowledge below and include certifications with your response. Failure to do so may result in your bid being deemed non-responsive.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WAREHOUSING OR STORAGE OF APS PRODUCT**

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

10000 SF

2. Address of your warehouse. 3324 ColumbianE.

Albq. Nm 87107

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

No charge

**SUBMITTAL**

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 one (1) as required by this bid.
3. I have specified the warranty period and procedure.
4. I have enclosed the signature page.
5. I fully understand that orders will be placed by the Procurement Department. Schools and or Administrative Office are not allowed to place verbal orders without an approved purchase order issued by the Procurement Division.

Curt Kirschenman  
Name (Typed or Printed)

Manager  
Title (Typed or Printed)

Curt Kirschenman  
Signature

11-10-14  
Date

Bid No. 15-035DD-AM Air Filters and Services

ALBUQUERQUE PUBLIC SCHOOLS - BOARD OF EDUCATION

TERMS AND CONDITIONS

Preparation of Bids

Bidders are to comply with all instructions and provide the information requested in the appropriate spaces. Bid prices must be entered in ink or typewritten. Mistakes may be corrected prior to bid opening, but shall be 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, package, bill of lading and any other correspondence in connection with any shipment. The user's cost will be accepted by the Seller as final and conclusive

## Bid No. 15-035DD-AM Air Filters and Services

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

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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: Curt Kirschanman

Name of Authorized Representative: (Please print legibly) Curt Kirschanman

Contractor's License No: (If Applicable) \_\_\_\_\_

Resident Certification No: (If Applicable): \_\_\_\_\_

Name of Firm: Aira Filter Products

Address 3324 Columbia NE

City: Albuquerque State: NM Zip Code: 87107

Email: ck@airafilter-products.com

Area Code and Telephone No. 505-830-5710

Area Code and Fax No. 505-830-5712

Federal ID No.: 