



PRICE AGREEMENT NO. 14458

AMENDMENT NO. _____

ALBUQUERQUE PUBLIC SCHOOLS – PROCUREMENT DIVISION

PO BOX 25704
ALBUQUERQUE, NM 87125
PHONE (505) 881-8415
FAX (505) 830-1161

V
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D
O
R

Everything Medical
P.O. Box 33958
Las Vegas, Nevada 89133

SHIP TO

APS Material Mgmt.
912 Oak St SE
Albuquerque, New Mexico 87110

ATTENTION
OF

Lloyd Bert Garcia
Debbie Tesso

DATE	VENDOR NO.
1/22/2016	21430

ACM

The Procurement Code, Sections 13-1-28 through 13-1-195 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 CONTRACT NUMBER ON ALL INVOICES, SHIPPING PAPERS, PACKAGES, CORRESPONDENCE, ETC. INVOICE IN DUPLICATE.

ITEMS, TERMS & CONDITIONS

PRICE AGREEMENT

January 11, 2016 - January 10, 2017

With option to renew for two (2) additional years, one year at a time

Nursing Supplies

Per terms and conditions of Bid No. 16-019DW-AM

Items Awarded: 1, 5, 13


CONTACT: Robert Kelemen


PHONE: (800) 201-0806 / FAX: (702) 227-9534

EMAIL: bob@everythingmedical.com

NOTE: THIS IS NOT AN ORDER BUT NOTIFICATION THAT THE BOARD OF EDUCATION HAS ENTERED INTO AN AGREEMENT TO RECEIVE THE ABOVE SERVICES AND/OR PRODUCTS AS REQUESTED.

PROCUREMENT DIVISION AUTHORIZED SIGNATURE


Renette Apodaca


Daniel W. Dominguez
District Buyer

Nursing Supplies

EVERYTHING MEDICAL
 FIRM NAME
 RESIDENT CERT. NO. _____
 BID NO. 16-019DW-AM

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ITEM	QUANTITY	DESCRIPTION	STOCK NO.
1	2400 BOX	Stock #10743 - CUPS, PAPER - FLAT BOTTOM	250030

8 oz. 100 Cups/Sleeve, 25 Sleeves/Case. To be as Sweetheart #SWHR8NJ, SOLO R8N or equal.
 SAMPLE OR TECHNICAL DATA REQUIRED IF NOT BIDDING AS SPECIFIED

SOLO R9N 9oz 100/sl 20sl/cs 4.35 10,440.00
 BRAND/MODEL NO. YOUR PACKAGING UNIT PRICE TOTAL PRICE

2	2400 BOX	Stock #14338 - GLOVES, VINYL NON-POWDER LARGE	250209
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Disposable examination gloves. Single use, large size, non-sterile. 100/box, ¹⁰20 box/case. To be as Shamrock #20213 or equal. SAMPLE REQUIRED IF NOT BIDDING AS SPECIFIED

SHAMROCK 20213 100/box 100x/cs 2.85 6840.00
 BRAND/MODEL NO. YOUR PACKAGING UNIT PRICE TOTAL PRICE

3	48 CASE	Stock #10746 - NAPKINS, SANITARY	250190
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Must fit MW 15 dispenser. 250/case. To be as Gards Maxi-Pads #147 or equal. SAMPLE OR TECHNICAL DATA REQUIRED IF NOT BIDDING AS SPECIFIED

GARDS #147 250/cs 32.45 1557.60
 BRAND/MODEL NO. YOUR PACKAGING UNIT PRICE TOTAL PRICE

Nursing Supplies

EVERYTHING MEDICAL
 FIRM NAME
 RESIDENT CERT. NO. _____
 BID NO. 16-019DW-AM

ITEM	QUANTITY	DESCRIPTION	STOCK NO.
4	2400 BOX	Stock #14337 - GLOVES, VINYL NON-POWDERED MEDIUM	250335

Disposable examination gloves. Single use, non-powdered, non-allergenic, medium size, non-sterile. 100/box, 10 box/case. To be as Shamrock #20212 or equal. SAMPLE REQUIRED IF NOT BIDDING AS SPECIFIED

SHAMROCK 20212 100/Box 10Box/case 2.85 6840.00
 BRAND/MODEL NO. YOUR PACKAGING UNIT PRICE TOTAL PRICE

5	600 ROLL	Stock #10754 - PAPER, EXAMINATION TABLE	250255
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Soft type crepe paper, 21" x 230' roll. 12 rolls/case. To be Cent #313, Stanford #Cal015, Apex or equal. SAMPLE REQUIRED IF NOT BIDDING AS SPECIFIED

AVALON 519 21" x 225' ROLL 2.49 1494.00
 BRAND/MODEL NO. YOUR PACKAGING UNIT PRICE TOTAL PRICE

6	144 BOX	Stock #10753 - COTTON BALLS	250250
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Non-sterile, large size, 2000 Cotton Balls/box. To be as Acme/Acco #ZCB04, Dynarex #3170 or equal. SAMPLE REQUIRED IF NOT BIDDING AS SPECIFIED

DYNAREX 3169 (2 bags of 1000) 2000/case 12.70 1828.80
 BRAND/MODEL NO. YOUR PACKAGING UNIT PRICE TOTAL PRICE

EVERYTHING MEDICAL

FIRM NAME

RESIDENT CERT. NO. _____

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Nursing Supplies

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ITEM	QUANTITY	DESCRIPTION	STOCK NO.
13	300 BOX	Stock #14335 - BAND-AIDS, JUMBO - LATEX FREE	250332

2" x 4". A porous bandage of cotton/elastic backing. Highly absorbent, non-adherent pad 50/Box. Latex Free. To be as Care Band #CBD2016 or equal. SAMPLE REQUIRED IF NOT BIDDING AS SPECIFIED

CAREBAND 2016 50/BX 12/c 2.25 675.00
BRAND/MODEL NO. YOUR PACKAGING UNIT PRICE TOTAL PRICE

14	1200 BTL	Stock #10768 - SOAP, ANTI-BACTERIAL HAND - PUMP	250290
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Antimicrobial ingredient 1% p-chloro-m-xylenol. Fast acting. Broad spectrum. For reduction of transient organisms. Reduces risk of cross infection. For external use only. 16 ounce bottle with pump. 18 bottles/case. To be as JDDial #80790 or equal. SAMPLE REQUIRED IF NOT BIDDING AS SPECIFIED

DIAL 80790 16oz/Bt 12/c 3.65 4380.00
BRAND/MODEL NO. YOUR PACKAGING UNIT PRICE TOTAL PRICE

**BID NO. 16-019DW-AM
NURSING SUPPLIES**

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

CONFLICT OF INTEREST

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

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge: No employee or board member of Albuquerque Public Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Albuquerque Public Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: _____ List below the name(s) of any Albuquerque Public Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor. _____

DEBARMENT/SUSPENSION STATUS

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

CERTIFICATION

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

Signature: _____

Robert Kelemen

Date 11-30-15

Name of Person Signing (typed or printed): _____

ROBERT KELEMEN

Title: _____

MANAGER

Email: _____

BOB@EVERYTHINGMEDICAL.COM

Name of Company (typed or printed): _____

EVERYTHING MEDICAL

Address: _____

P.O. BOX 33958

City/State/Zip: _____

LAS VEGAS, NEVADA 89133

Telephone: _____

800-201-0806 Fax: 702-227-9534

Email: BOB@EVERYTHINGMEDICAL.COM

BID NO. 16-019DW-AM NURSING SUPPLIES

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 initialed by the person signing the bid. Corrections and/or modifications received after the bid opening time will not be accepted. Bids must be submitted by the date and at, or prior to, the time specified for consideration. Late bids will not be accepted. All bids must be signed by an authorized representative of the company.

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

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NURSING SUPPLIES**

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 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 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 sub-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 material, supplies or services as required within the time specified under the conditions imposed and at the price indicated.

Signature of Authorized Representative Robert Kelemen Contractor's License No. _____
(If Applicable)
Type or print name of above ROBERT KELEMEN Resident Certification No. _____
(If Applicable)
Name of Firm EVERYTHING MEDICAL
Address P.O. BOX 33958 Fax No. 702-227-9534
LAS VEGAS, NEVADA 89133 Web/Email Address BOB@EVERYTHINGMEDICAL.COM
Area Code and Telephone No. 800-201-0806 Federal ID No. _____
902-227-9533