



**ALBUQUERQUE
PUBLIC SCHOOLS**

**PRICE AGREEMENT NO. 15391
AMENDMENT NO.**

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

**V
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R**

School Specialty
W6316 Design Drive
Greenville, WI 54942

SHIP TO

Various APS Sites. See PO.
Various APS sites. See PO.

**ATTENTION
OF**

See PO for APS Contact

DATE	VENDOR CODE
7/16/2019	12321

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.

ITEMS, TERMS, & CONDITIONS

PRICE AGREEMENT

Office Equipment & Related Supplies, Purchase, Repair

Contract Term: July 16, 2019 - July 15, 2025

Per terms and conditions of: Bid 19-053MG

Board Approved: Not Applicable

Pricing Attached

SERVICES 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.

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

Reason for Amendment:

Contact: Sarah Peterson

Phone: 888-388-3224

Email: bidwestnotices@schoolspecialty.com

PROCUREMENT DIVISION AUTHORIZED SIGNATURE

M. Gallacher

7.17.19
Date

VENDOR AUTHORIZED SIGNATURE

Sarah Peterson

Date 7/17/2019

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 Pricing List

(MUST SUBMIT WITH YOUR BID)

See attached page from one of our catalogs for examples. For example, HP printer HP LaserJet Pro MFP M227fdn on Pg. 1198 is our Catalog Item #9-9-1599883-466. The "9" indicates that it is categorized as a "Supply" item subject to the 36% discount. The Lorell 2-Drawer Smart File Mobile Pedestal on pg. 239 is our Catalog # 6-2005430-466. The "6" indicates that it is a "Furniture" item subject to the 12% discount.

Office Equipment Purchase, Discount from List. Please provide a cross section of products (1 to 6 items). This is not intended to represent all products to be offered.

Product Description	% Discount		Unit of Measure
1. Laminators	36%	off items w prefix 9	Discount is off List Price at the time of the order.
	12%	off items w prefix 6	
2. Shredders			
3. Printers			
4. Presentation Easels			
5. Paper Trimmers			
6. Calculators			

Supplies, Discount from List. Please provide a cross section of products 1 to 6 items). This is not intended to represent all products to be offered.

Product Description	% Discount		Unit of Measure
1. Laminating Film & Pouches	36%	off items w prefix 9	Discount is off List Price at the time of the order.
	12%	off items w prefix 6	
2. Printer Supplies (paper, ink, toner)			
3. Presentation Easel Pads			
4. Desktop Organizers			
5. USB Drives			
6. Headphones / Headsets / Earbuds		12% off List Price	

Maintenance/Repair Services, Base Hourly Rate. Please provide a cross section of services (1 to 6 services). This is not intended to represent all services to be offered.

Service Description	Cost	Specify one: Per Hour or Flat Fee
NOT APPLICABLE		



June 5, 2019

ATTN: Marilee P. Gallacher, Senior Buyer
Albuquerque Public Schools
Procurement Dept.
6400 Uptown Blvd NE Suite 500 E
Albuquerque, NM 87110

Account # 426546

Bid Number: 19-053MG Office Equipment & Related Supplies, Purchas, Repiar

School Specialty, Inc. is proud to offer a wide assortment of items including our Frey, CPO and Delta brands. This expanded product offering ensures that all educator needs are satisfied by our wide selection of categories. We are pleased to offer the following catalog discount for Supplies, Furniture and Equipment.

List Price Less **36%** on **Supply items.**

List Price Less **12%** on **Furniture and Equipment items (includes AV Tech).**

All discounts apply to the current year catalogs which are located on the School Specialty website at: <http://catalogs.schoolspecialty.com>. If you have not received your catalog, you can request a copy on the site as well.

*(All catalogs may contain a limited number of items that are listed as "Net Price" and not eligible for any discounts. These items are indicated by an "N" prefix in the item number. Also excluded is any catalog that bears notation: no other discounts apply)

Exclusions: **No discount on SSI, Delta, CPO, FOSS or Frey Scientific Exclusive Products with a prefix of "N" or "LN". Discount does not apply to any other School Specialty Catalogs or Flyers.**

Contract Period:

Valid from June 10, 2019 through June 30, 2020. Pricing for contract period effective upon notification of award referencing our Bid # **7790152365** to bidwestnotices@schoolspecialty.com.

Standard Freight Terms (subject to change):

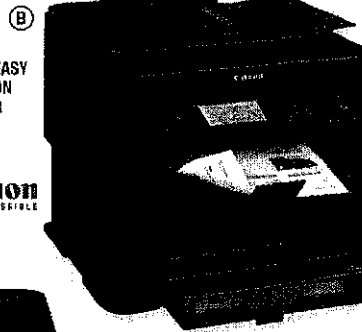
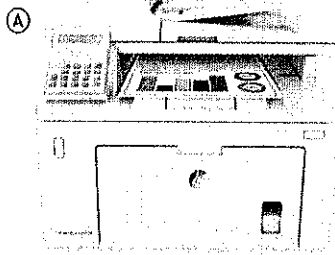
Ship to Location	Item Prefix	Shipping Charge
48 States-Parcel Orders	5	free
48 States-Parcel Orders	9	free
48 States-Non-Parcel Orders	6	free

****Live specimens (prefix L) and hazardous materials (prefix H) may incur additional charges. Please refer to www.schoolspecialty.com for more information.**

Sincerely,


Mary Steichen
Contract Coordinator

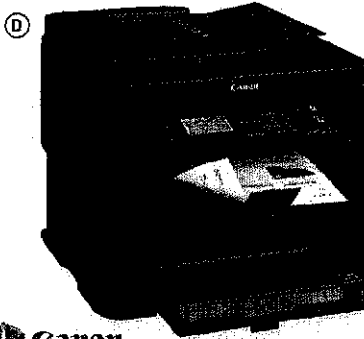
P PRINTERS
Multifunction (Laser)



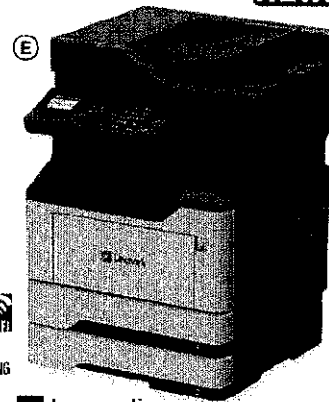
• WI-FI DIRECT FOR EASY MOBILE CONNECTION WITHOUT A ROUTER



• 6 ROW TOUCH LCD
• SCAN TO PC, NETWORK FOLDER, EMAIL



• 5 ROW LCD



NEW!

• WIRELESS PRINTING
• 2 LINE LCD



	A HP	B CANON	C CANON	D CANON	E LEXMARK
Product Number	9-1599983-466	9-1602929-466	9-1602028-466	9-1602924-466	9-2008941-466
Model Name/Header	HP LaserJet Pro MFP M227fhn	imageCLASS MF249dw Duplex, Wireless Multifunction Printer	imageCLASS MF247dw Mobile Ready Wireless Multifunction Printer	imageCLASS MF244dw Mobile Ready Wireless Multifunction Printer	MB2338ADW Auto Duplex MFP
Color and/or B&W Laser Printing	B&W	B&W	B&W	B&W	B&W
Print Speed (Max PPM) B&W - Color	30	28	28	28	35
Print Resolution (Max DPI) B&W - Color	1200 x 1200	600 x 600	Up to 600 x 600 dpi	Up to 600 x 600 dpi	1200 x 1200
Auto Duplex Print-Copy	Yes	Yes	Print	Yes-No	Yes
Paper Tray Capacity	250	250	250-Sheet Cassette	250-Sheet Cassette	350
Auto Document Feed Capacity	35	50	35	35	50
Connectivity	USB 2.0, Ethernet, Phone	USB 2.0, 10/100T, 802.11 b/g/n, Wi-Fi Direct	USB 2.0 Hi-Speed, 10/100 Base-T Ethernet, 802.11 b/g/n Wireless, Wi-Fi Direct	USB 2.0 Hi-Speed, 10/100 Base-T Ethernet, 802.11 b/g/n, Wi-Fi Direct	802.11 b/g/n, USB 2.0, Ethernet 10/100/1000
Mobile Printing Capability	Yes	Yes	Yes	Yes	-
Scanning - Color or B&W	Color	Color	Color	Color	Color
Max Paper Size	8.5" x 14"	8.5" x 14"	8.5" x 14"	8.5" x 14"	8.5" x 14"
Replacement Consumables	CF230A, CF230X	CARTRIDGE137	CARTRIDGE137	CARTRIDGE137	-
Dimensions (W x D x H)	15.9" x 16" x 12.3"	15.4" x 14.9" x 14.2"	15.4" x 14.7" x 14.2"	15.4" x 14.7" x 14.2"	18.4" x 15.7" x 18.6"
Manufacturer's Warranty*	1 Year Limited	1 Year Limited Exchange or Carry In	1 Year Exchange/Carry-in	1 Year Exchange/Carry-in	1 Year Exchange/Onsite
List Price	480.95 EA	663.95 EA	471.95 EA	378.95 EA	676.95 EA

Please allow 24 to 72 hours for delivery on select printer models.
*Consumer must contact manufacturer directly, instead of reseller, with all warranty issues.

1198

SchoolSpecialty.com | OR CALL TOLL FREE 1-888-388-3224 | OR FAX 1-888-388-6344

Prices subject to change without notice. LH-55

FURNITURE
Home Office – Storage & Filing



LORELL



SOHO Mobile Pedestals Perfect-sized filing solutions for a small office or home office. High side drawers with smooth glide suspension for easy access to files and office essentials. Welded steel construction. Baked enamel finish. Contains 28% recycled content. Greenguard Gold certified. Covered by Lorell Limited 5-Year Warranty.



A. 2-Drawer Smart File Mobile Pedestals

14 1/2" W x 18" D x 25 1/2" H
6-2005430-466

Black
Metallic Silver

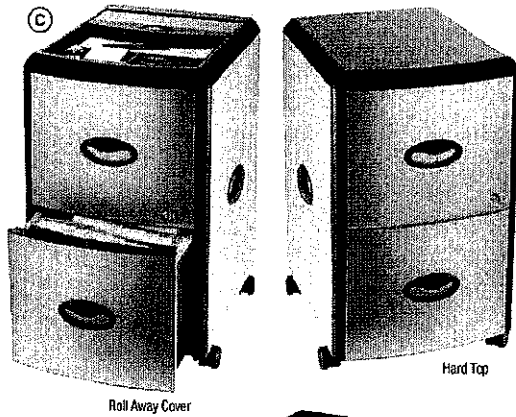
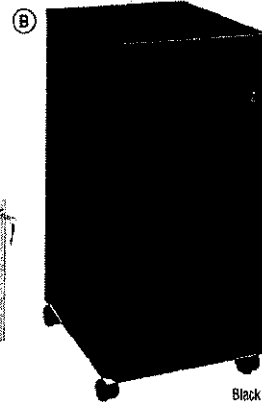
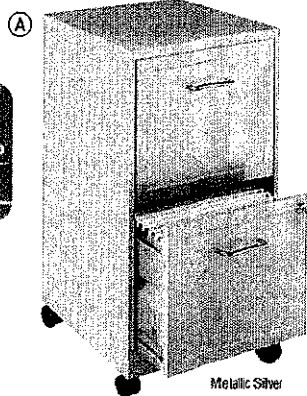
LIST PRICE
136.95 EA
136.95 EA

B. Box/File/File Mobile Pedestal

14" W x 18" D x 26 1/2" H
6-1505031-466

Black

LIST PRICE
160.95 EA



STORREX

C. Mobile File Cabinets With Metal Accent Panels Hard top can support the weight of a home office printer. Made of polycarbonate and galvanized metal. Roll away cover keeps supplies within easy reach. Built in rails for letter-sized hanging files. One lock secures both drawers. Drawers glide on rollers for smooth operation. Locking casters. Includes two keys.

Hard Top
15" W x 19" D x 23" H, Shpg. Wt. 20 lbs.
6-2006812-466

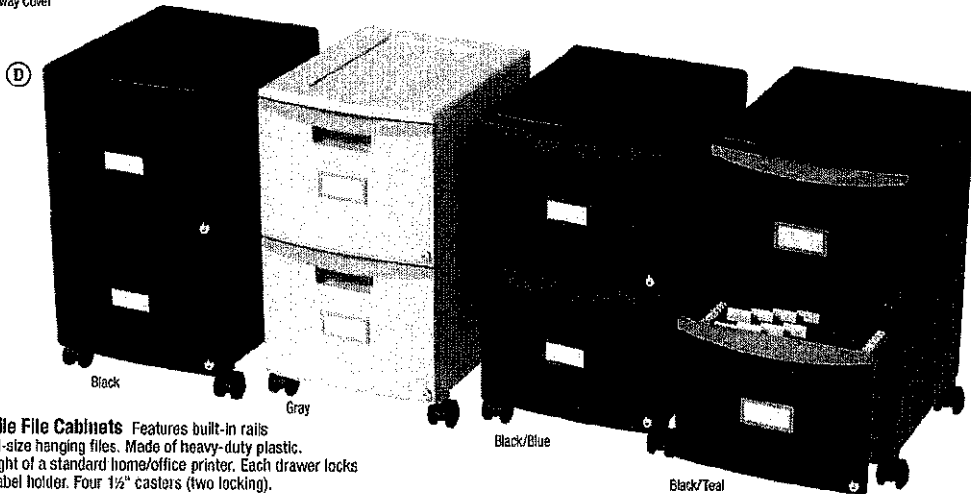
Black/Silver

LIST PRICE
269.95 CT

Roll Away Cover
15" W x 19" D x 23" H, Shpg. Wt. 20 lbs.
6-1538905-466

Black/Silver

203.95 EA



STORREX

D. 2-Drawer Mobile File Cabinets Features built-in rails for letter-size or legal-size hanging files. Made of heavy-duty plastic. Top supports the weight of a standard home/office printer. Each drawer locks individually. Built-in label holder. Four 1/2" casters (two locking).

14" W x 18 1/2" D x 26" H, Shpg. Wt. 20 lbs.
6-2009978-466
6-2009973-466
6-2006811-466
6-2008813-466

Black
Gray
Black/Blue
Black/Teal

LIST PRICE
173.95 EA
165.95 EA
239.95 CT
239.95 CT

Assembly needed. Please call for details.

†Cannot be shipped UPS.

‡Cannot be shipped UPS Air LH-SS

FIND MORE ONLINE

239

SUBMISSION COVER SHEET

(REQUIRED: Submit with your bid.)



BIDDER ACKNOWLEDGEMENT: By responding to this Bid, the undersigned Bidder (1) acknowledges that he or she agrees to the terms and conditions set forth in this Bid; (2) certifies that the Bidder has not, either directly or indirectly, entered into action in restraint of full competition in connection with the bid submitted to the District; and (3) agrees to furnish the materials, supplies or services as required within the time specified under the conditions imposed at the price indicated.

Signature of Authorized Representative: *Sarah Peterson* Contractor's License: FEIN: 39-0971239
(If Applicable)

Type or print Name of above: Sarah Peterson Address 1: W6316 Design Dr.

Name of Firm: School Specialty, Inc. Address 2: Greenville, WI 54942

Telephone No.: (888) 388-3224 E-Mail: orders@schoolspecialty.com
Bid Dept: bidwestnotices@schoolspecialty.com

Resident/Veterans Preference Certification No. (If applicable): N/A

Contact information for Sales Department:	Contact information for POs/Invoicing/Etc.:
Name of Contact: <u>Customer Service or Sales Rep Patsy Stephens</u>	Name of Contact: <u>Customer Service</u>
Telephone No.: <u>Sales Rep: (888) 388-3224</u>	Telephone No.: <u>(888) 388-3224</u>
Email Address: <u>Orders: orders@schoolspecialty.com</u>	Email Address: <u>Orders: orders@schoolspecialty.com</u>
	Email Address: <u>Sales Rep: patsy.stephens@schoolspecialty.com</u>

***** IF ANY OF THIS CONTACT INFORMATION CHANGES, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY APS PROCUREMENT. *****

BID SUBMITTAL REQUIREMENTS AND CHECKLIST

Please submit your completed bid, including the following items. Note that the requested information is mandatory and **failure to submit these items with your response may deem it non-responsive and may be disqualified.** Submittals must be in the following order and all items must be included in your response to this bid.

PRINTED SUBMITTALS:

- Submission Cover Sheet, Completed and **Completed and SIGNED** ***REQUIRED***
- BID PRICE LISTING ***REQUIRED***
- Specification Exception Form, Completed and **Completed and SIGNED** ***REQUIRED***
- Conflict of Interest and Debarment/Suspension Form, Completed and **Completed and SIGNED** ***REQUIRED***
- Campaign Contributions Disclosure Form (see Compliance section) **Completed and SIGNED** ***REQUIRED***
- Resident Contractor (or Veteran Resident Contractor) Preference Certificate (if applicable)
- Addendums (if applicable) – **BEFORE** submitting your bid, please check for addendums here:
<http://www.aps.edu/procurement/current-bids-and-rfps>

*V: 12321
PA: 15391*