



# ALBUQUERQUE PUBLIC SCHOOLS INVITATION TO BID

**BID # 19-055RR DLT**

**BID TITLE: ATHLETIC CLOTHING AND RELATED MATERIAL**

## BUYER CONTACT INFORMATION

|                                                                                                                                                                                                                               |                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| <b>Name</b>                                                                                                                                                                                                                   | Robert Russell    |
| <b>Phone Number</b>                                                                                                                                                                                                           | 505/878-6123      |
| <b>E-Mail</b>                                                                                                                                                                                                                 | Russell_r@aps.edu |
| <i>Any inquiries or requests regarding clarification of this BID document shall be submitted to the buyer in writing. Proposers may contact ONLY the buyer regarding the terminology stated in the procurement documents.</i> |                   |

## BID SCHEDULE

| Action                                                                                                                                                                                                                           | Date & Time                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| Bid Issued                                                                                                                                                                                                                       | 06/19/2019                       |
| Pre-Bid Meeting                                                                                                                                                                                                                  | N/A                              |
| Pre-Bid Meeting Location                                                                                                                                                                                                         | N/A                              |
| Deadline for Questions                                                                                                                                                                                                           | 07/01/2019 @ 5:00pm (local time) |
| Bid Due Date & Time                                                                                                                                                                                                              | 07/18/2019 @ 3:00pm (local time) |
| <b>Proposals must be received by the due date and time. No late proposals will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp imprint from the APS Procurement bid clock.</b> |                                  |

## BID SUBMITTAL LOCATION

| Physical Address (No USPS Mail*)<br>For Walk-in Delivery or Carrier Service<br>(UPS, FedEx, etc.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | USPS Mailing Address<br>Allow 5 additional business days for APS internal delivery                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| Albuquerque Public Schools<br>ATTN: Procurement Department<br>6400 Uptown Blvd. NE, Suite 500E<br>Albuquerque, NM 87110                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Albuquerque Public Schools<br>ATTN: Procurement Department, City Center, Suite 500E<br>P.O. Box 25704<br>Albuquerque, NM 87124-0704 |
| <p>Ensure that the following bid information is clearly labeled on the <b>sealed package</b> containing the bid submission. <b>Please note: if the sealed bid is placed inside a carrier envelope or package for shipping, all of this information must be re-written and clearly visible on the outermost envelope or package containing the sealed bid:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Offeror's Business Name</b> (not an individual's name)</li> <li><input type="checkbox"/> Bid Number &amp; Title</li> <li><input type="checkbox"/> Bid Due Date &amp; Time</li> </ul> <p><b>*APS does not have a mailbox on site. US Postal Service Mail is accepted only at the PO Box address. If a letter or parcel is mailed via the USPS to the APS physical address, it will NOT reach our office.</b></p> |                                                                                                                                     |

## BID TERM


|                                                                                                            |
|------------------------------------------------------------------------------------------------------------|
| APS reserves to right to enter into an eight (8) year indefinite quantity contract with awarded Bidder(s). |
|------------------------------------------------------------------------------------------------------------|

# 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.

## PLEASE PRINT LEGIBLY

 Signature of Authorized Representative: \_\_\_\_\_ Contractor's License #: \_\_\_\_\_ (If Applicable)

Type or print Name of above: \_\_\_\_\_ Address 1: \_\_\_\_\_

Name of Firm: \_\_\_\_\_ Address 2: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Resident/Veterans Preference Certification No. (If applicable): \_\_\_\_\_

**Contact information for Sales Department:**      **Contact information for POs/Invoicing/Etc.:**

Name of Contact: \_\_\_\_\_ Name of Contact: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

**\*\*\* 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 **SIGNED \*\*\*REQUIRED\*\*\***
- Bid Pricing List – **DO NOT SUBMIT ANY PRINTED CATALOGS.**
- Specification Exception Form **SIGNED**
- Completed Conflict of Interest and Debarment/Suspension Form (see Compliance section) **SIGNED**
- Campaign Contributions Disclosure Form (see Compliance section) **SIGNED**
- 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>

### ELECTRONIC SUBMITTALS:

- Submit an identical copy of your sealed bid on a flash drive.
- Electronic Price List/Catalog (either include a web-link where your pricing lists/catalogs can be found (in the space provided on the Electronic Bid Pricing List) **or** include a flash drive with your pricing list/catalogs)

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# **INSTRUCTIONS FOR ALL BIDDERS**

1. **READ ALL DOCUMENTS:** Bidders must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Invitation to Bid. Bidders should promptly notify the buyer of any ambiguity, inconsistency, error, or missing attachments, which they may discover upon examination of the BID.
2. **OFFICIAL CONTACT:** Bidders may contact ONLY the Buyer regarding the terminology stated in the procurement documents. Other APS employees do not have the authority to respond on behalf of APS. Bidders **MAY NOT** contact other District departments or employees. Any contact with a district department or employee may result in rejection of any bid.  
Any other communication will be considered unofficial and non-binding. Communication directed to parties other than the buyer will have no legal bearing on this BID or the resulting contract(s). Any response made by the District will be provided in writing to all Bidders by addendum, no verbal responses shall be authoritative.
3. **TIMELY SUBMISSION:** Bids must be submitted by the due date and time. Any and all Bids not received by the submission date and time shall be rejected. No late bids will be accepted under any circumstances, not even if the delivery service or company is late. It is recommended to send the bid in early.  
Proposer shall submit one (1) original bid and one (1) identical electronic copy. Electronic copy is not email. A jump drive loaded with your bid and labeled with bid number and Bidders name should be submitted with hard copy of bid. Fax copies are not accepted.
4. **BIDDER ACKNOWLEDGMENT:** By responding to the bid, Bidders acknowledge and agrees to the terms and conditions set form in bid. The 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. All costs incurred by a Bidder in connection with responding to this bid, the selection process undertaken in connection with this bid, and any negotiations with APS will be borne solely by the Bidder.
5. **ELECTRONIC BID DOCUMENTS:** This bid is being made available by electronic means. In the event of conflict between a version of the bid in the Bidder's possession and the version maintained by APS, the Bidder acknowledges that the version maintained by APS shall govern.
6. **FORMS AND ATTACHMENTS:** It is the responsibility of every Bidder to ensure they have downloaded the latest version of each bid, including any addendum(s), which may have been issued and posted on the APS Procurement Department Website. Bidders should revisit the website (<http://www.aps.edu/procurement> then select "See Current Bids and RFPs") prior to the due date before submitting their bid to Albuquerque Public Schools. All addendums must be acknowledged in the submitted bid.
7. **ADDENDUM(S):** No Addendum will be issued later than FIVE (5) days prior to the date for receipt of bids, except an Addendum withdrawing the bid or one, which extends the date for receipt of bids.
8. **CORRECTION OR WITHDRAWAL OF BIDS:** Pursuant to NMSA 13-1-106, a bid containing a mistake discovered before bid opening may be modified or withdrawn by bidder prior to the time set for bid opening by delivering written notice to the location designated in the invitation for bids as the place where bids are to be received. After bid opening no modifications in bid prices or other provisions of bids shall be permitted. A low bidder alleging a material mistake of fact, which makes his bid nonresponsive, may be permitted to withdraw its bid. Any decision by Buyer to permit or deny the withdrawal of bid on the basis of a mistake contained shall be accordance with applicable procurement statutes.

9. **IRREGULARITIES IN BIDS:** Pursuant to NMSA 13-1-132, APS may waive minor informalities in bids submitted provided that such informalities have no effect on price, quality, or quantity.
10. **BIDDERS EXCEPTIONS:** Any exceptions to the Scope of Work and/or Specifications shall be listed separately in the submitted bid and unless otherwise stated, specifications attached are the minimum requirements. The Buyer, after review of the bids may request clarifications on information submitted by any and all bidders in a written format, with a specified deadline for response.
11. **BRAND NAMES:** Where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired, and is not intended to limit or restrict competition. If a vendor proposes an “equal” to scope of work/specifications, APS is the sole interpreter of the scope of work/specifications and sole judge as to whether the “equal” proposed complies with the scope of work/specifications.
12. **BIDDER SUBMITS MULTIPLE BRAND OR PRICE:** If Bidder offers more than one brand or price per item, APS shall evaluate bids and award the goods that are in APS’s best interest with regards to pricing and quality. Bidders offering other than specified goods must submit complete product data specification information for evaluation purposes.
13. **BID PRICING:** Responses, including bid prices, will be considered firm.
14. **PRICING ESCALATION:** Price escalation may be considered only at the anniversary date of the award. The Contractor must submit written documentation that adequately justifies need for pricing escalation, to include the proposed new pricing structure. APS will review the information and render a Determination accepting or rejecting the new proposed pricing.
15. **BID OPENING:** The contents of the bid will be available to the public at bid opening.
16. **BID CANCELLATION OR REJECTION:** This bid may be canceled or may be rejected in whole or in part when it is in the best interest of APS. Any sole response that is received may be rejected by APS depending on available competition and timely needs of APS.
17. **NON RESPONSIVE:** APS reserves the right to eliminate any Bidder who submits incomplete or inadequate responses or is not responsive to the requirements of this Invitation to Bid.
18. **AWARD CRITERIA:** The bid will be awarded to the lowest responsible and responsive Bidder that meets or exceeds the specifications/scope of work outlined in the Bid Documents. APS reserves the right to the sole judge to determine “meets or exceeds”.
19. **PREFERENCES:** Bids may be awarded preference in compliance with NMSA 1978, §13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. Bidders shall include in their bid a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Bid is Joint Venture, Bidder shall state in submitted bid the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. A bid cannot be awarded both a resident preference and a resident veteran business preference. Preferences are not applicable for federal fund purchases.
20. **MULTI-AWARD.** APS reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with NMSA 1978, §13-1-153. APS reserves the right to award by item, group of items, or total bids.

21. **AFTER AWARD.** APS reserves the right to increase or decrease the quantity of any item called for, add additional related items as APS deems necessary, or to eliminate any item entirely.
22. **NO MINIMUM GUARANTEE:** If this bid results in a non-exclusive discount pricing agreement, more than one award may be made. No commitment is made by APS as to quantity and frequency of purchase. APS reserves the right to purchase items referenced under this agreement using any other method, from any other Vendor as deemed necessary, and in the best interest of APS.
23. **PURCHASE AFTER AWARD:** Any resulting purchases under the bid will be made by APS purchase order or procurement card. Quotes provided to APS personnel will be quoted per the awarded APS Price Agreement and will reference the APS Price Agreement number so verification of pricing can be made.
24. **CONFIDENTIAL INFORMATION:** The Procurement Department will not disclose or make public any pages of a bid on which the Bidder has stamped or imprinted “**Proprietary**” or “**Confidential**” subject to the following requirements.

Proprietary or Confidential data shall be readily separable from the bid in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Bidder’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, §57-3A-1 to §57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

25. **DEFINITIONS.** Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“**Contract**” shall mean an agreement for the procurement of items of tangible personal property or services.

“**Contractor**” shall mean the successful bidder

“**Determination**” shall mean the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“**Desirable**” the terms “**may**”, “**can**”, “**should**”, or “**prefers**” identify a desirable or discretionary item or factor.

“**Invitation to Bid**” or “**Bid**” shall mean all documents, including those attached or incorporated by reference, used for soliciting bids.

“**Mandatory**” the terms “**must**”, “**shall**”, “**will**”, “**is required**”, or “**are required**”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Bidder’s bid.

“**Offeror**”, “**Bidder**”, or “**Proposer**” is any person, corporation, or partnership who chooses to submit a bid.

“**Purchase Order**” shall mean the document, which directs a contractor to deliver items of tangible personal property or services pursuant to an existing contract.

“**Responsible Bidder**” shall mean a Bidder who submits a responsive bid and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible property described in the bid.

“**Responsive Bid**” shall mean a bid, which conforms in all material respects to the requirements set forth in the Bid.

# **TERMS & CONDITIONS**



1. **TERM:** APS reserves the right to procure the services/goods as described in this Bid and enter into a contract as described on Bid front cover.
2. **REQUEST(S) NOT DEFINED IN SCOPE OF WORK:** Contractor shall be held responsible to **NOT** fill requests, which are clearly beyond the defined scope of this contract. Should such requests occur, Contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer.
3. **NO MINIMUM GUARANTEE:** APS does not guarantee a minimum amount of purchases in conjunction with award of this invitation to bid.
4. **PRICING ESCALATION:** Price escalation will be considered only at the anniversary date of the award. The Contractor must submit written documentation that adequately justifies need for pricing escalation, to include the proposed new pricing structure. APS will review the information and render a Determination accepting or rejecting the new proposed pricing.
5. **TAXES:** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.
6. **NON-APPROPRIATION:** APS's obligation to make payment under the terms of this bid is contingent upon its appropriation of sufficient funds to make those payments. If APS does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Principal. APS determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
7. **PROCUREMENT CODE:** The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for bribes, gratuities, and kickbacks.
8. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 1978 13-1-129, Offerors are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directive, may contract for services with the awarded Offeror. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by APS.
9. **TERMINATION:** Either party may terminate this contract as follows:
  - A. Termination by the Contractor
    1. The Contractor may terminate this contract only if APS fails to comply with any provisions of this contract and after receiving notice of the noncompliance APS fails to cure the noncompliance within ten (10) days, or
    2. By written mutual agreement between the Contractor and APS.
  - B. Termination by APS
    1. For Cause
      - a. The occurrence of either one of the following events will justify termination for cause:
        - i. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
        - ii. Contractor's violation(s) in any substantial way of any provisions of this contract.
      - b. If either one of the events identified above occur, the APS notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but **SHALL NOT** be paid for loss of profits resulting from such termination.

- c. Where Contractor's services have been so terminated by APS, the termination will not affect any rights or remedies of District against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by APS will not release the Contractor from liability.

2. For Convenience

- a. Upon ten (10) days written notice to Contractor, APS may without cause and without prejudice to any other right or remedy of APS elect to terminate the contract.
- b. In such case, Contractor shall be paid (without duplication of any items):
  - i. For completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination,
  - ii. For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.
- c. Contractor **SHALL NOT** be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

10. **INDEMNIFICATION:** The Bidder shall be responsible for damage to persons or property that occurs as a result of his/her fault or negligence, or that of any of his/her employees, agents or subcontractors. Bidder shall save and hold harmless APS against any and all loss, cost, damage, claims, expense or liability in connection with the performance of the contract. Any equipment or facilities damaged by the Bidders' operation shall be repaired and/or restored to their original condition at the Bidder's expense.

11. **INSURANCE (If Applicable):** The successful Bidder shall (if applicable) purchase and maintain statutory limits of Worker's Compensation, and Public Liability and Automobile Liability insurance approved by APS at the time of contract award. APS shall be included as a loss payee and/or additional insured. Public Liability and Automobile Liability insurance shall include at least the following coverage:

|                                                                                          |             |
|------------------------------------------------------------------------------------------|-------------|
| General Liability Insurance – per occurrence                                             | \$1,000,000 |
| General Aggregate - \$2,000,000                                                          |             |
| Product/completed operations aggregate \$1,000,000                                       |             |
| Bodily injury, per occurrence                                                            | \$1,000,000 |
| Medical and medically-related expenses                                                   | \$5,000     |
| Vehicle bodily injury, each occurrence, excluding medical and medically related expenses | \$750,000   |
| Property Damage, per occurrence                                                          | \$1,000,000 |

Contractor shall furnish Owner with certificates of insurance with the contract documents and prior to the commencement of work.

**NOTE:** Certificate holder shall be: Albuquerque Public Schools.  
 Certificate of Insurance forwarded to: Albuquerque Public Schools  
 Procurement Department  
 6400 Uptown Blvd. NE, Suite 500E  
 Albuquerque, NM 87110

12. **AUDIT**: APS reserves the right to audit the Contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by APS personnel or a third party under contract with APS. APS shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from APS the Contractor agrees to fully cooperate with the auditors. If Contractor subcontracts any portion of its obligation to another party, Contractor shall guarantee APS's access to books and records of such party.
13. **GOVERNING LAW**: This Bid and any contract with a Bidder which may result from this procurement shall be governed by the laws of the State of New Mexico.
14. **INDEPENDENT CONTRACTOR**: The Contractor is an Independent Contractor performing services for APS. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of APS as a result of this procurement.
15. **DEBARMENT OR SUSPENSION**: A business (Contractor, Subcontractor or Supplier) that has either been debarred or suspended pursuant to the requirements of NMSA 1978, §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17, as amended, shall not be permitted to do business with APS and shall not be considered for award of the contract during the period for which it is debarred or suspended with APS.
16. **CONFLICT OF INTEREST**: By submitting a bid, the Bidder certifies that no relationship exists between the Bidder and APS that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to APS.
17. **NON-DISCLOSURE**: The Bidder shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless APS from any damages, claims, liabilities, and costs including reasonable attorney fees and costs in the event any unauthorized release of such information occurs.
18. **DELIVERY**: The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this Bid shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
19. **FOB**: Unless stated otherwise, the price for goods is FOB: Destination (District's designated address).
20. **DELAYS IN DELIVERY**: Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by APS. If delay in delivery is foreseen, Seller must notify the APS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.
21. **INSPECTION**: Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.
22. **ACCEPTANCE**: Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the APS Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the Seller that are goods/services are conforming and fails to make an effective rejection.

23. **BUYERS REVOCATION OF ACCEPTANCE:** The APS Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers nonconforming goods substantially impair the value of the goods.
24. **SELLERS RIGHT TO CURE A NONCONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time
25. **ASSIGNMENTS:** The awarded Contractor shall not assign nor delegate specific duties as part of this Bid nor transfer any interest nor assign any claims for money due or to become due under this Bid without the written consent of APS.
26. **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.
27. **PAYMENT:** Any invoice receive and payment made shall be subject to APS's terms and conditions (NET 30) unless specifically waived by APS in a separate written document.

## **PROTEST**

Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (NMSA 1978, §13-1-172). The protest must be in writing and delivered to the Executive Director - Procurement Department, Albuquerque, New Mexico.

In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (NMSA 1978, §13-1-173).

The Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (NMSA 1978, §13-1-174).

The Purchasing Agent or his/her Designee shall promptly issue a determination relating to the protest.

The determination shall:

- I. State the reasons for the action taken; and
- II. Inform the protestant of the right to judicial review of the determination pursuant to NMSA 1978, §13-1-183.

A copy of the determination issued under NMSA 1978, §13-1-175 shall immediately be mailed to the protestant and other Bidders involved in the procurement (NMSA 1978, §13-1-176).

# **SPECIFICATIONS**

## TECHNICAL SPECIFICATIONS

1. **Intent:** Albuquerque Public Schools invites you to bid on an indefinite quantity contract for Athletic Clothing and Related Material on demand.

(This bid does not include high school varsity team uniforms in the following sports: volleyball, football, soccer, cross country/track & field, basketball, wrestling, baseball and softball.)

2. **Scope of Work:** The purpose of the bid is to establish pricing, discounts from “Price List” or “List Price,” for Athletic Clothing and Related Materials, considered “Soft Goods” or “cloth” items in the athletic supplies industry. Products will be purchased on an as needed basis. The contract will be used to purchase products and services, with services being defined as, but not limited to screen printing and artwork on shirts, uniforms and related products. Such services will be included in the cost of the product. “Price List” or “List Price” is defined as that which is regularly maintained by the manufacturer and is published or otherwise available for inspection by the customer. List prices must be either standard in the trade and in common use for the vendor’s general clientele or comparable government accounts. Lists prices will be allowed to change as may be standard in the industry, but the discounts will remain firm. This bid does not include high school varsity team uniforms in the following sports: volleyball, football, soccer, cross country/track and field, basketball, wrestling, baseball and softball.

Orders will be placed through APS Procurement by the APS Athletic Department ad APS schools, as needs develop. Order delivery will be to the designated APS site, as specified in the “Ship To” location on the respective purchase order.

Regardless of discount(s) received, APS reserves the right to bid any item(s) separately whenever it may be in the best interest of APS to do so. Discounts quoted will be considered to the minimum offer. APS also reserves the right to negotiate a deeper discount in the event of a large quantity purchase or similar circumstance. New items, which may become available over the life of the contract may be added it the product is representative of the materials requested by this bid.

3. **Pricing List and Discounts:** Bid price will be indicated as a percentage of discount off the **Price List, Catalog Price or Manufacturer’s Suggested Retail Price, whichever is less.** Discounts will be applied to the most recent Price list/Catalog issue. Bids are to be submitted according to the pricing structure on the Bid Price Form. This is not a commitment to purchase. Copies of the current Price List from which the discount applies must be submitted with the Bid. Please send under separate cover, please note such in the bid. **The Contractor agrees that there will be no change in the discount during the term of the contract.** The successful Contractor is required to supply the APS Procurement Officer and the APS Athletic Department with new Price Lists only on the yearly anniversary date of award, only if any new changes apply. New Price Lists will go into effect when accepted by the Procurement Officer. New Price Lists found to be non-competitive by the Purchasing Department at any time during the term of the contract will be grounds for terminating the contract.

APS recognizes that when quantities vary, it is difficult to determine freight costs. Therefore, in the Bid Price Form, use the minimum amount of space to specify the minimum dollar amount for which your firm will accept freight charges. Please absorb all freight charges into the cost of the Athletic Clothing and Related Materials pricing, so no freight charges will be included on invoices. No additional freight charges will be passed on to APS for Contractor direct deliveries. All pricing will be F.O.B. Destination including cost, insurance, and freight.

4. **Delivery:** Delivery times 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. Deliveries

will be made at various times during the contract period. Emergency orders may be required. APS recognizes that when quantities may vary, it will be difficult to determine freight rates. Therefore, in the pricing section, use the minimum amount space to specify the minimum dollar amount for which your firm will absorb the freight charges. For orders under this amount, vendor will prepay and add exact freight to the invoice.

5. **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.
6. **Basis of Award:** APS will award to the low responsible and responsive bidder(s) who shall offer the deepest discount for comparable product. Bid any or all categories. APS reserves the right to make multiple awards as may be necessary to have all product categories represented or as may otherwise be in the best interest of the District.

If a particular item is determined to be "not standard in the industry" by at least half of the bidders, then that item will be deleted from the bid for evaluation purposes.

# **BID PRICE FORM**



**BID PRICE FORM, PRODUCT ORDERING AND PRICING SPECIFICATIONS**

Attach additional pages as needed

(This bid does not include high school varsity team uniforms in the following sports: volleyball, football, soccer, cross country/track & field, basketball, wrestling, baseball and softball.)

**FIRM** \_\_\_\_\_

1. **Special Quotation / Reference / Account Number:** (Optional. If applicable, indicated number and type)

\_\_\_\_\_

2. **Overall Catalog Discount:** Net, 10%, etc.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. **Individual Price List Discount:** Indicate product lines, manufacturer, sport, etc., which may be more or less than No. 1. Please disclose your authorized product lines or manufacturer in which you are the only authorized dealer for that product.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. **Discount Exceptions:** Indicate product lines manufacturer, sport, etc., X or Y amount or more pricing, etc. No exceptions for partial orders for matching existing stock.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FIRM \_\_\_\_\_

5. **Minimum Order / Delivery amount per order to qualify for discount, if applicable:**

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6. **Miscellaneous Charges:** i.e. small order charge, hazardous materials surcharge, etc. Please specify name of charge and amount of percentage.

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7. **Delivery:** Please absorb all freight charges into the cost of the Athletic Clothing and Related Materials pricing, so no freight charges will be reflected on the invoices. **No additional freight charges will be passed on to APS for vendor direct deliveries.** Before filling in this section, read Technical Specifications #4.

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8. **APS may on occasion require inside delivery of Athletic Clothing and Related Materials to a certain location.** Can your company deliver Athletic Clothing and Related Materials inside a building?

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9. Specify any exceptions and conditions that your company may require.

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10. What is your average lead-time after receipt of order?

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11. What is your Return Policy? (Specify your return goods policy, restocking charges, exchanges, etc.)

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12. Please explain your discount procedures as it applies to your invoice, i.e. discount based on unit price total extension of unit price, total order, etc. **APS prefers discount by total order.**

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

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14. Does your company have a price list either in computer form or on disk? If so, please include one copy/disk with your bid and briefly explain what is on computer form/disk, i.e. catalog number, description, page number, etc.

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15. **Does your company have electronic catalog (EDI 832) capabilities, or a Website?** Indicate your capabilities or website address.

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\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date



# COMPLIANCE

***(REQUIRED LEGAL FORMS)***

*All of the following forms must be signed and submitted with your proposal or your bid may be rejected.*

**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.**

**SIGN  
HERE**

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Name of Person Signing (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Company (typed or printed): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.



**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date Title (position)

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature Date Title (Position)

