



ALBUQUERQUE PUBLIC SCHOOLS

Invitation to Bid: 17-017 KN-RA

SAFETY FOOTWEAR FOR MAINTENANCE & OPERATIONS

BID DUE TIME AND DATE: October 11, 2016 @ 2:00 PM (LOCAL TIME)
PURCHASING CONTACT: Krystal Nicole Marquez at 505-878-6125
E-MAIL: Krystal.Marquez@aps.edu

LOCATION:
Albuquerque Public Schools
Procurement Department
6400 Uptown Blvd. NE, Suite 500E
Albuquerque, NM 87110

OFFICIAL CONTACTS ONLY

This Bid contains restrictions on contact with Board of Education and APS Staff. Violation of this policy may lead to disqualification. See Page 4, Item 6 of General Instructions of this document.

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GENERAL INSTRUCTIONS

1. Sealed bids will be received at the Albuquerque Public Schools Procurement Department no later than October 11, 2016 at 2:00 pm (local time).
2. To ensure proper identification and handling, clearly indicate the BID number, Bid title, opening date, opening time on the outside of the sealed response envelope:

PHYSICAL ADDRESS: Albuquerque Public Schools
 ATTN: Procurement Department
 6400 Uptown Blvd. NE, Suite 500 E
 Albuquerque, NM 87110

MAIL TO: Albuquerque Public Schools
 (Allow minimum 5 business days for US mail): ATTN: Procurement Department, Suite 500 E
 PO Box 25704
 Albuquerque, NM 87125-0704

3. It is the bidder’s responsibility to ensure the bid arrives before the due date and time. Bidders are cautioned that “late is late”. It is the responsibility of the Bidders to allow sufficient time for the hazards of traffic, weather, finding parking, locating the proper office, third party delivery, US Postal Service mail delivery, etc.
4. Bids must be submitted by the due date and time. Albuquerque Public Schools does not accept bids electronically, by fax, or email, as a hardcopy with original signature must be submitted. Any and all Bids not received by the submission date and time shall be rejected.
5. Sequence of Events

Action	Responsibility	Date
Issue of Bid	District	9/13/16
Pre-Bid Meeting	District and Offerors	N/A
Deadline for Questions	Bidder	9/26/16 @ 5:00pm (local time)
Submission of Bid	Bidder	10/11/16 @ 2:00pm (local time)
Evaluation of Bid	District	TBD
Board Approval	District Purchasing	TBD

6. Bidders shall note that prices previously submitted via any informal quotation (verbal or in writing) are hereby superseded and will not be considered for award. If you have previously submitted an informal quotation, you must participate in this bid to be considered for an award.
7. Any inquiries or requests regarding clarification of this bid document shall be submitted to the buyer in writing. 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 the District. Any contact with an APS Department or School may automatically result in a rejection of bid. Any other communication will be considered unofficial and non-binding. Please note the last day for questions in the sequence of events above (#5).
8. Bidders should promptly notify the buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the Bid. Any response made by the District will be provided in writing to all Bidders by addendum, no verbal responses shall be authoritative.
9. 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.
10. Bidders must have acquainted themselves with all conditions affecting this bid before submitting their bid. No claim shall be made nor will one be allowed the contractor for negligence, misunderstanding, or error in this regard.

Bidders shall carefully examine the proposed bid documents to obtain first-hand knowledge of all proposed work. Bidders will not be entitled to any additional compensation or any extension of the contract time for conditions which can be determined by examining current work requirements and the proposed bid documents. Submission of a bid constitutes a representation by the bidder that the bidder has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in his bid.

11. Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in with ink or typewritten. Corrections shall be initialed in ink by the person signing the bid.
12. No Addendum will be issued later than SEVEN (7) 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.
13. APS may in its sole discretion extend the time for the submission of bids upon a finding that it is in the interest of the District to do so. Such extensions shall be by addendum, which may be issued before the submission due date.

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

“APS” shall mean Albuquerque Public Schools.

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

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

“Contractor” shall mean successful supplier.

“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.

“District” shall mean Albuquerque Public Schools.

“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 bid.

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

“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 personal 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.

15. 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.

16. The District reserves the right in its sole discretion to waive minor informalities in bids submitted provided that such informalities have no effect on price, quality, quantity, fitness, delivery or any matter to be evaluated in making a selection and confer no material advantage on the Bidder whose non conformity is waived.

17. This bid may be canceled or may be rejected in whole or in part when it is in the best interest of Albuquerque Public Schools.

18. Any sole response that is received may be rejected by the District depending on available competition and timely needs of the District. The District reserves the right to award the contract to the responsible bidder submitting responsive bid with resulting agreements most advantageous and in the best interest of the District.
19. All costs incurred by a Bidder in connection with responding to this Bid, the selection process undertaken in connection with this procurement, and any negotiations with the District will be borne by the Bidder.
20. This procurement in no manner obligates Albuquerque Public Schools until a valid signed Price Agreement or valid Purchase Order is executed.
21. 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. Albuquerque Public Schools reserves the right to the sole judge to determine “meets or exceeds”.
22. The District reserves the right to eliminate any Bidder who submits incomplete or inadequate responses or is not responsive to the requirements of this Bid.
23. 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.
24. The contents of the bid will be available to the public at bid opening. 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.
25. 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, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.
26. 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.
27. APS will not select from multiple offers on a single document. If bidder offers more than one brand/price per item, the (1) as specified or the (2) most expensive will be considered as the primary bid. Other offers will not be evaluated unless the primary bid is a low bid in its own right. If you wish to offer an alternate bid in addition to your regular bid, make extra copies of the necessary pages (including the signature pages) and submit as “Bid #2”. Each bid must stand alone and comply with the terms and conditions of the contract. Bidders offering other than specified goods must submit illustrated literature and complete product data with complete citation and reference to each component part of each item for evaluation purposes.

28. A bidder may submit an amended bid prior to the deadline for receipt of bids. Such an amended bid must be a complete replacement for a previously submitted bid and must be clearly identified as such in the transmittal letter. Owner personnel will not collate or assemble bid materials for the bidder.
29. The bid price shall be a delivered price. All materials shall be shipped F.O.B. Destination Freight prepaid as specified in the Invitation to Bid. The bid price shall be valid for 60 days after opening.
30. APS reserves the right to negotiate pricing with successful bidder(s) for equipment/parts/materials related to this contract but which are not specifically included herein.
31. In the event APS receives comparable pricing structures and list prices in the same categories, then APS may choose to (1) award to the vendor who submits the more comprehensive price list or (2) make multiple awards in that category.
32. Albuquerque Public Schools reserves the right to award by item, group of items, or total bids; to reject any and all bids in whole or in part, if it is in the best interests of Albuquerque Public Schools. Additionally, the District reserves the right to reject any or all bids for any reason that the District determines prudent. Such rejection shall not result in any penalty to the District, but shall be deemed a cost of doing business by the bidder.
33. The District reserves the right to increase or decrease the quantity of any item called for, add additional related items as the District deems necessary, or to eliminate any item entirely.
34. It is mutually understood and agreed that the successful bidder(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title of interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of APS.
35. If this bid results in a non-exclusive discount pricing agreement, more than one award may be made. No commitment is made by the District as to quantity and frequency of purchase. Albuquerque Public Schools reserves the right to purchase items referenced under this agreement using any other method and from any other vendor as deemed necessary and in the best interest of the District.
36. Any resulting purchases under the bid will be made by Albuquerque Public Schools purchase order or procurement card. Quotes provided to Albuquerque Public Schools will be quoted as provided on the Invitation to Bid and will reference the Price Agreement number so verification of pricing can be made.
37. Bids may be awarded preference in compliance with NMSA 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. Please Note: A Bid cannot be awarded both a resident preference and a resident veteran business preference. Additionally, preferences are not applicable for federal fund purchases.

TERMS AND CONDITIONS

1. **TERM:** APS reserves to right to enter into an eight (8) year indefinite quantity contract with awarded Bidder(s). Please note, although this contract will be for the full term, price adjustments will be considered. See item 4 of this section, pricing escalation.
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. **MINIMUM AMOUNT:** Albuquerque Public Schools 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 yearly observance of award (anniversary date) 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.
5. **TAXES:** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTTC will be issued upon request.
6. **NON-APPROPRIATION:** The District's obligation to make payment under the terms of this bid is contingent upon its appropriation of sufficient funds to make those payments. If the District does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Principal. The District determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
7. **PROCUREMENT CODE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, 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. **TERMINATION:** Either party may terminate this contract as follows:
 - A. Termination by the Contractor
 1. The contractor may terminate this contract only if Albuquerque Public Schools fails to comply with any provisions of this contract and after receiving notice of the noncompliance the District fails to cure the noncompliance within ten (10) days, or
 2. By written mutual agreement between the Contractor and the District.

B. Termination by the District

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 in any substantial way of any provisions of this contract.
- b. If either one of the events identified above occur, the District may, after giving Contractor (and the surety, if any) ten (10) days written 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 the District, 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 the District 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.

9. **INDEMNIFICATION**: The Bidder shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of any of his employees, agents or subcontractors. He shall save and hold harmless Albuquerque Public Schools 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.

10. **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. Albuquerque Public Schools shall be included as a loss payee and/or additional insured. Public Liability and Automobile Liability insurance shall include at least the following coverage:

- a. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- b. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- d. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate

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

11. **AUDIT**: The District 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 District personnel or a third party under contract with the District. The District shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from the District the contractor agrees to fully cooperate with the auditors. If contractor subcontracts any portion of its obligation to another party, contractor shall guarantee District's access to books and records of such party.

12. **INDEPENDENT CONTRACTOR**: The Contractor is an independent contractor performing services for the District. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the District as a result of this procurement.

13. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 13-1-129, Bidders are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded Bidder. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by Albuquerque Public Schools.
14. **DEBARMENT OR SUSPENSION:** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1- 180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the District and shall not be considered for award of the contract during the period for which it is debarred or suspended with the District.
15. **CONFLICT OF INTEREST:** By submitting a bid, the proposer certifies that no relationship exists between the proposer and the District 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 the District.
16. **NON-DISCLOSURE:** The proposer 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 in the event any unauthorized release of such information occurs.
17. **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).
18. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (District's designated address).
19. **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.
20. **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.
21. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the 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.
22. **BUYERS REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers non-conforming goods substantially impair the value of the goods.

23. **SELLERS RIGHT TO CURE A NON-CONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time
24. **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.
25. **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 (13-1-172 NMSA 1978). 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 (13-1-173 NMSA 1978).

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 (13-1-174 NMSA 1978).

The Purchasing Agent or his 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 13-1-183 NMSA 1978.

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

26. **BIDDER ACKNOWLEDGEMENT:** By responding to this Bid, Bidder acknowledges and agrees to the terms and conditions set forth in this Bid and 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.

TECHNICAL SPECIFICATIONS

1. **Intent**: APS invites you to bid on an indefinite quantity contract for the purchase of **Safety Footwear for Maintenance and Operations** to be supplied on demand. Specifications and requirements to follow.
2. **Purchase Orders and Invoicing Procedures**: Upon award, APS will issue a pricing agreement which will be in effect for the duration of the contract and which will accommodate multiple billings as work is completed.

Itemized invoices, clearly referencing appropriate pricing agreement number and bid number shall be submitted to APS Maintenance & Operations, 915 Locust SE, Albuquerque, NM, 87106. Copies of delivery tickets, signed by the receiving employees, and other information needed to substantiate charges shall be attached to the invoice for auditor tracking purposes.

Contractor's invoicing must be easily verifiable and traceable to the contract. Product numbers, brands, models, etc. must be clearly defined. Contractor must also be prepared to furnish copies of price lists to the users as necessary. Invoices must including pricing structure as defined in the contract (list price and discount).

3. **Scope of Work**: All fittings and sales will be authorized prior to the transaction by APS. This includes credits which will be issued to the APS account (and under no circumstances given to the employee), returns of defective units, possible exceptions due to unique fitting problems, doctor's recommendations, etc. This procedure applies regardless of whether the employee may actually work at Food and Nutrition Services, Maintenance and Operations, Central Kitchen, or Materials Management. A contact person will be established within each of these departments at time of award. Samples of APS authorization forms and signatures will be provided to the contractor.

Provision of an appropriate shoe as necessary is the extent of APS' obligation to fulfill union requirements. The variety of shoes on the contract is expected to satisfy the needs of all users. Should it become necessary to add a particular type of shoes during the life of the contract, APS Procurement Division reserves the right to select the appropriate model(s) from the designated manufacturers' list while maintaining the same discount and add to contract by written amendment. Women's shoes for example, if needed, will be handled in this manner.

Medical exceptions must be furnished to APS in writing and must be submitted by the employee's personal physician. Physician is defined as a medical doctor or podiatrist qualified to make a diagnosis regarding any particular foot problem. If accepted, the medical diagnosis, pertinent records, etc. will become a permanent part of the employee's file. The contract will be authorized in writing as to the type of shoe to be provided, the employee's share of the cost, if any, etc. The manufacturer's list less the standard discount will be the basis for determining the cost. APS will not pay for special inserts, spare laces, extra padding, etc. under any circumstances.

Contractor must be able to accommodate all authorized APS personnel with a service visit. Contractor will at this time measure, fit and supply or order the appropriate footwear. Contractor shall also advise the employee regarding proper break-in procedures and maintenance for the approved shoes. The above will take place at the contractor's place of business. Only those APS employees with proper documentation and signatures will be serviced.

The employee must present APS Footwear Request Form to the vendor's place of business. This form must indicate the approved shoe style(s) and be signed by craft supervisor/manager as well as the contract manager, Mr. Fred Montano, Maintenance & Operations, Building Services Manager. This form authorizes the employee to have a service visit and a fitting. If desired footwear is not in stock and becomes a special order, the contractor will notify the employee when their order is ready for pick-up.

An indication of appropriate footwear style(s) shall be noted on the authorization form bearing the supervisor's/manager's signature. Since the supervisor is knowledgeable regarding suitable footwear requirements for his/her department, no deviation from the supervisor's approved recommendation is to be allowed. The contract manager will collect and review each footwear request.

All APS employees have employee numbers and must present current and proper identification. Contract is responsible to satisfy himself that the transaction is legitimate before rendering service. Any deviations or unusual and improper behavior shall be reported immediately by the contractor to the representing contract manager.

The contractor will maintain an ample stock of various styles and sizes so as to be able to generally guarantee one-week delivery. Timely delivery is of the essence. APS requires a two (2) week maximum period for delivery. Delivery to be F.O.B. destination, including cost, insurance and freight to any school or administrative site within the district. All are within the general metropolitan area. Quantities requested by APS will be on an "as needed" basis. Emergency orders may also be required. 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.

All bidders must guarantee full satisfaction of their products' use or permit unsatisfactory product to be returned collect for full money refund. Bidders will replace damaged items at no cost to APS. Warranty terms shall be stated where requested on the bid and must be, as a minimum, the manufacturer's best preferred warranty.

4. **Pricing:** Bid will be structured as a discount from list. The list will be allowed to change as may be standard in the industry, but the discount will remain firm. Bid price will be indicated as a percentage discount off the manufacturer's suggested retail price list/catalog. Discounts will be applied to the most recent issue.

Example:

Manufacturer's List:	\$100.00	Increase: \$107.00	Decrease: \$97.00
Discount	<u>- 25%</u>	<u>- 25%</u>	<u>- 25%</u>
Price to APS:	\$75.00	\$80.25	\$72.75

The current price list(s) which the bidder will use as the basis for his discount quotation must be submitted with return bid. List must be in common use for either the bidder's general clientele or other government accounts, regularly maintained by the manufacturer or vendor and published or otherwise available for inspection. Pricing artificially derived for APS is not acceptable. It will be the responsibility of the contractor to approach APS Procurement with the need for price adjustment. No change in pricing will be considered without documentation. With documentation in order, APS and the contractor will mutually agree upon an effective date for the new price list(s) and the price agreement will be amended accordingly. Price changes will not be retroactive. Price decreases will also apply. Contractor will also extend special sale or promotional pricing to APS as applicable.

5. **Basis of Award**: Award(s) will be based upon deepest discount/best bid pricing for comparable list/product or group of products. Delivery, comprehensiveness, and currency of price list(s), and the best interest of the District respective to walk-in trade may be factors in bid

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.

PRICING LIST

The undersigned certifies that he or she has not either directly or indirectly entered into any action in restraint of free competitive bidding in connection with this solicitation and agrees to furnish the materials, supplies or services as required within the time specified under the conditions imposed and at the price indicated.

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

Type or print name of above: _____

Name of Firm: _____ Address: _____

Telephone No.: _____

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. *****

In the interest of fairness and sound business practice, please provide the following information regarding your company. No value will be assigned but it will be a factor in determining the responsive and responsible bidder(s). APS reserves the right to request additional information as necessary.

NOTE: Your bid will be rejected if the following information is not provided on these pages.

1. Special Quotation/Reference/Account Number: (Optional. If applicable, indicate special number.)

2. Overall Catalog Discount: (Net 10%, etc.) _____

3. Individual Price List Discount: (Indicate area, i.e. style, size, etc. which may be more/less than No. 6)

4. Discount Exceptions: (Indicate, if applicable, i.e. size, style, quantity pricing, motor freight items, etc.)

5. Minimum Order/Delivery amount per order to qualify for discount: (Optional. If applicable.)

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

7. Delivery Charge Exceptions: (Indicate the amount, percent, etc. to be charged.) Before filling in this section, please read Technical Specifications, Scope of Work regarding F.O.B. Destination, page 13.

8. APS may on occasion require inside delivery of safety footwear to a certain location. Can your company deliver footwear? _____

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

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

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

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.

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

14. Does your company have a buyers' guide/price list in a computer format? (Optional)

If so, please include copy with bid submittal. _____

OVERVIEW: Bidders must be able to supply a full range of safety footwear. Please indicate for each item the minimum percent off discount to be provided off the current list prices. APS may conceivably order any footwear from the entire list.

1. What brand of shoes are you quoting? _____
2. Who manufactures the shoes and where? _____
3. Are shoes domestic or imports? _____
4. Will you accept walk-in trade and, if so, how will you handle it?

5. How much inventory do you typically stock? _____
6. What is your average lead time? _____
7. Brand and Model Number: _____
8. Price List Date and Number: **(Must be submitted with bid.)**

9. Is this manufacturer's price, dealer, etc.? Please indicate: _____
10. Minimum Discount from the above list: For purposes of this bid, discount means – (10% etc.) **DO NOT USE MULTIPLIER.** Calculate your discount. _____

SAFETY FOOTWEAR BID SPECIFICATIONS
(TO BE AS OR EQUAL TO RED WING MODELS)

Item #	MODEL/SIZE	SIZE(S) AVAILABLE	List Price	- Discount	Final Price
Item 1	Men's 8" Safety Boot	Model #5485			
	Full Grain Oil Tanned Brown Leather				
	Removable PU Footbed				
	Oil/Slip Resistant ENDURANCE				
	Arrowhead Sole				
	Steel Shank				
	Sizes: M 7-12, 13, 14; W 7-12, 13; WW 8-12, 13				
	ASTM F 2143-05, M1/75 C/75, EH				
	Slip Resistance:	Good			
	Oil/Gas:	Excellent			
	Chemicals:	Excellent			
	Abrasions:	Excellent			
	Non-Marking:	Yes			
Item 2	Men's 8" Safety Boot	Model #2426			
	Full Grain Waterproof Black Star Leather				
	Removable ComfortForce Footbed				
	GORE-TEX Waterproofing				
	Fiberglass Shank				
	Sizes: D 7-14; EEE 8-13				
	ASTM F 2413-065M1/175 C/75, EH				
	Slip Resistance:	Good			
	Oil/Gas:	Excellent			
	Chemicals:	Excellent			
	Abrasions:	Excellent			
	Non-Marking:	Yes			
Item 3	Men's 6" Safety Boot	Model #2263			
	Full Grain, Water Resistant Amber Oil Slick Leather				
	Oil/Slip Resistant PU/Rubber Scout Sole				
	Removable ComfortForce Footbed				
	Goodyear Welt Construction				
	Fiberglass Shank				
	Sizes: B 10-14; D 7-15; EE 7-14; EEE 8-13				
	ASTM F2413-05 M U75 C/75, EH				
	Slip Resistant:	Excellent			
	Oil/Gas:	Excellent			
	Chemicals:	Fair			
	Abrasions:	Excellent			
	Non-Marking:	Yes			

Item #	MODEL/SIZE	SIZE(S) AVAILABLE	List Price	- Discount	Final Price
Item 4					
	Men's 8" Safety Boot	Model #2264			
	Full Grain Water Resistant Amber Oil Slick Leather Removable ComfortForce Footbed Oil/Slip Resistant PU/Rubber Scout Sole Goodyear Welt Construction Fiberglass Shank Sizes: B 10-14; D 7-15; EE 8-14; EEE 8-13 Slip Resistance: Excellent Oil/Gas: Excellent Chemicals: Fair Abrasions: Excellent Non-Marking: Yes				
Item 5					
	Men's 8" Safety Boot	Model #2408			
	Full Grain Waterproof Nutmeg Ebbtide Leather Removable ComfortForce Footbed Oil/Slip Resistant Aztec SuperSole 2.0 Sole Dual Density SuperSole Welt Construction Fiberglass Shank Sizes: B 8-15; D 6-16; E 8-13; EE 7-15; H 8-15 ASTM F2413-05 M 1/75 C/75, EH Slip Resistance: Good Oil/Gas: Excellent Chemicals: Excellent Abrasions: Excellent Non-Marking: Yes				
Item 6					
	Men's 6" Safety Boot	Model #2406			
	Full Grain Waterproof Nutmeg Ebbtide Leather Removable ComfortForce Footbed Oil/Slip Resistant Aztec SuperSole 2.0 Sole Dual Density SuperSole Welt Construction Fiberglass Shank Sizes: A 10-14m; B 8-15; C 8-13; D 6-16; E 7-13; EE 6-15; H 7-15 ASTM F 2413-05 M 1/75 C/75, EH Slip Resistance: Good Oil/Gas: Excellent Chemicals: Excellent Abrasions: Excellent Non-Marking: Yes				

Item #	MODEL/SIZE	SIZE(S) AVAILABLE	List Price	- Discount	Final Price
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Item 7

Men's 8" Safety Shoe Model #4451
 Full Grain Water Resistant Briar Pit Stop Leather
 Removable ComfortForce Footbed
 Oil/Slip Resistant Diamond Back SuperSole
 Steel Shank
 Sizes: B 9-14; D 7-14; EE 8-13
 ASTM F 2413-05 M 1/75 C/75
 Slip Resistance: Fair
 Oil/Gas: Excellent
 Chemicals: Good
 Abrasions: Good
 Non-Marking: Yes

Item 8

Men's Oxford Shoe Model #6618
 Full Grain Black Rio Grande Leather
 Removable FoamTech SD Footbed
 Oil/Slip Resistant Mullin Lite SD Cross Country Sole
 Cement Construction
 Sizes: B 9-14; 13 6-15; E 7-12; EEE 6-14
 ASTM F 2413-05 M 1/75 C/75, SD
 Slip Resistance: Good
 Oil/Gas: Good
 Chemicals: Good
 Abrasions: Excellent
 Non-Marking: Yes

Item 9

Men's Slip-On Shoe Model #6646
 Full Grain Waterproof Rio Grande Leather
 Removable Leather Covered Polyurethane Footbed
 Oil/Slip Resistant Omni Comfort PU/TPU Sole
 Strobel Stitched/Cement Construction
 H-Tech Stabilizer Shank
 Sizes: D 7-14, EE 7-13
 ASTM F 2413-05 N 1/75 C/75, EH
 Slip Resistant: Good
 Oil/Gas: Excellent
 Chemicals: Excellent
 Abrasions: Excellent
 Non-Marking: Yes

Item #	MODEL/SIZE	SIZE(S) AVAILABLE	List Price	- Discount	Final Price
Item 10					
		Men's Slip-On Shoe			
		Model #6647			
		Full Grain Waterproof Dark Brown Worn Saddle Leather			
		Removable Leather Covered Polyurethane Footbed			
		Oil/Slip Resistant Omni Comfort PU/TPU Sole			
		Strobel Stitched/Cement Construction			
		H-Tech Stabilizer Shank			
		Sizes: D 7-14; EE 7-13			
		ASTM F 2413-05 M I/75 C/75, EH			
		Slip Resistance: Good			
		Oil/Gas: Excellent			
		Chemicals: Excellent			
		Abrasions: Excellent			
		Non-Marking: Yes			
Item 11					
		Men's 11" Pull On Safety Boot			
		Model #2230			
		Full Grain Waterproof Raindance Leather			
		Removable ComfortForce Footbed			
		Oil/Slip Resistant Mini Lug SuperSole Sole			
		RW Waterproof Fiberglass Shank			
		Sizes: B 10-14; D 7-15; EE 7-14; H 8-13			
		ASTM F 2413-08 M 1/75 C/75, EH			
		Slip Resistance: Fair			
		Oil/Gas: Excellent			
		Chemicals: Good			
		Abrasions: Good			
		Non-Marking: Yes			
Item 12					
		Men's 11" Pull On Safety Boot			
		Model #2270			
		Full Grain Waterproof Dark Brown Gambler Leather			
		Removable Comfort Footbed			
		Oil/Slip Resistant Horizon DL SuperSole Sole			
		Dual Density SuperSole Welt Construction			
		Red Wing Waterproof			
		Fiberglass Shank			
		Sizes: B 10-14; D 7-15; EE 7-14; H 8-13			
		ASTM F 2413-05 M 1/75 C/75, Eli			
		Slip Resistance: Good			
		Oil/Gas: Excellent			
		Chemicals: Excellent			
		Abrasions: Excellent			
		Non-Marking: Yes			

Item #	MODEL/SIZE	SIZE(S) AVAILABLE	List Price	- Discount	Final Price
Item 13					
	Men's 11" Pull On Safety Boot		Model #4470		
	Full Grain Water Resistant Briar Pit Stop Leather				
	Removable ComfortForce Footbed				
	Oil/Slip Resistant Diamond back SuperSole Sole				
	SuperSole Welt Construction				
	Steel Shank				
	Sizes: B – 14; D 6.5 – 15; E 8-11; EE 7-14				
	ASTM F 2413-05 M 1175 C/75				
	Slip Resistance:	Fair			
	Oil/Gas:	Excellent			
	Chemicals:	Good			
	Abrasions:	Good			
	Non-Marking:	Yes			
Item 14					
	Men's Mid High Safety Boot		Model #5565		
	Full Grain Oil Tanned Black Leather				
	Removable PU Footbed				
	Oil/Slip Resistant ENDURANCE Arrowhead Sole				
	Direct Attach Welt Construction				
	Steel Shank				
	Sizes: M 7-12, 13, 14; W 7-12, 13; WW 8-12, 13; WWW 8-12, 13				
	ASTM F 2413-05 M 1/75 C/75, E1-1				
	Slip Resistance:	Excellent			
	Oil/Gas:	Excellent			
	Chemicals:	Excellent			
	Abrasions:	Excellent			
	Non-Marking:	Yes			
Item 15					
	Men's Hiker Safety Boot		Model #6680		
	Full Grain Waterproof Black Edgewater Leather				
	Removable Nylon Covered Polyurethane Footbed				
	Oil/Slip Resistant Extensity-Rubber Sole				
	Strobel Stitched/Cement Construction				
	Red Wing Waterproof				
	TC-Tech Shank				
	Sizes: B 9-15; D 6-15; EE 6-14m; G 8-13				
	ASTM F 2413-05 N1/75 C/75, EH				
	Slip Resistance:	Excellent			
	Oil/Gas:	Excellent			
	Chemicals:	Excellent			
	Abrasions:	Excellent			
	Non-Marking:	Yes			

Item #	MODEL/SIZE	SIZE(S) AVAILABLE	List Price	- Discount	Final Price
Item 16					
	Men's Hiker Safety Boot		Model #6681		
	Full Grain Waterproof Red Roan Leather				
	Removable Nylon Covered, Polyurethane Footbed				
	Oil/Slip Resistant Extensity Rubber Sole				
	Strobel Stitched/Cement Construction				
	Red Wing Waterproof				
	TC-Tech Shank				
	Sizes: B 9-15; D 6-15; EE 6-14; H 8-13				
	ASTM F 2413-05 M 1/75 C/75, EH				
	Slip Resistance: Excellent				
	Oil/Gas: Excellent				
	Chemicals: Excellent				
	Abrasions: Excellent				
	Non-Marking: Yes				
Item 17					
	Men's Oxford Safety Shoe		Model #6667		
	Full Grain Waterproof Cloud Burst Oil Nubuck Leather				
	Removable Nylon Covered Polyurethane Footbed				
	Oil/Slip Resistant Extensity Rubber Sole				
	Strobel Stitched/Cement Construction				
	Red Wing Waterproof				
	TC-Tech Shank				
	Sizes: B 9-15; D 6-15; EE 6-14				
	ASTM F 2413-05 M 1/75 C/75, EH				
	Slip Resistance: Excellent				
	Oil/Gas: Excellent				
	Chemicals: Excellent				
	Abrasions: Excellent				
	Non-Marking: Yes				
Item 18					
	Men's Mid High Safety Shoe		Model #5413		
	Full Grain Tumbled Black Leather				
	Removable PU SD Footbed				
	Oil/Slip Resistant Dual Density CrossCut Wedge Sole				
	Cement Construction				
	Steel Shank				
	Sizes: M 7-12, 13, 14; W 7-12, 13; WW 8-12, 13				
	ASTM F 2413-05 M 1/75 C/75, SD				
	Slip Resistance: Fair				
	Oil/Gas: Excellent				
	Chemicals: Good				
	Abrasions: Good				
	Non-Marking: Yes				

Item #	MODEL/SIZE	SIZE(S) AVAILABLE	List Price	- Discount	Final Price
Item 19					
	Men's 8" Safety Boot		Model #5485		
	Full Grain Oil Tanned Brown Leather				
	Removable PU Footbed				
	Oil/Slip Resistant Urethane ENDURANCE Arrowhead Sole				
	Direct Attach Weld Construction				
	Steel Shank				
	Sizes: M 7-12, 13, 14; W 7-12, 13; WW 8-12, 13				
	ASTM F 2413-05 M 1/75 C/75, EH				
	Slip Resistance: Fair				
	Oil/Gas: Excellent				
	Chemicals: Good				
	Abrasions: Good				
	Non-Marking: Yes				
Item 20					
	Men's Athletic Safety Shoe		Model #5501		
	Full Grain Black Leather				
	Removable PU Footbed				
	Oil/Slip Resistant PU/Rubber Falcon Sole				
	Cement Construction				
	Steel Shank				
	Sizes: M 6-12, 13, 14, 15, 16; W 6-12, 13, 14, 15, 16; WW 8-12, 13				
	ASTM F 2413-05 M 1/75 C/75, EH				
	Slip Resistance: Fair				
	Oil/Gas: Excellent				
	Chemicals: Good				
	Abrasions: Good				
	Non-Marking: Yes				
Item 21					
	Men's Mid High Safety Boot		Model #5445		
	Full Grain Oil Tanned Leather				
	Removable PU Footbed				
	Oil/Slip Resistant ENDURANCE Arrowhead Sole				
	Direct Attach Welt Construction				
	Steel Shank				
	Sizes: M 7-12, 13, 14; TW 742, 13; WW 8-12; WWW 8-12, 13				
	ASTM F 2413-05 M 1/75 C/75, E1-1				
	Slip Resistance: Fair				
	Oil/Gas: Excellent				
	Chemicals: Good				
	Abrasions: Good				
	Non-Marking: Yes				

Item #	MODEL/SIZE	SIZE(S) AVAILABLE	List Price	- Discount	Final Price
Item 22					
	Men's 12" Pull On Safety Boot		Model #4471		
	Full Grain Black Star Leather				
	Removable ComfortForce Footbed				
	Oil/Slip Resistant Diamond Back SuperSole Sole				
	SuperSole Welt Construction				
	Steel Shank				
	Sizes: D 7-14; EE 8-13				
	ASTM F 2413-05 M 1/75 C/75, EH				
	Slip Resistance: Fair				
	Oil/Gas: Excellent				
	Chemicals: Good				
	Abrasions: Good				
	Non-Marking: Yes				
Item 23					
	Men's 12" Pull On Safety Boot		Model #2256		
	Full Grain Amber Harness Leather				
	Removable Single Density ComfortForce Footbed				
	Oil/Slip Resistant Horizon SuperSole Sole				
	SuperSole Welt Construction				
	Fiberglass Shank				
	Sizes: B 10-13; D 7-14; EE 7-13				
	ASTM F 2413-05 M I/*75 C/75, EH				
	Slip Resistance: Fair				
	Oil/Gas: Excellent				
	Chemicals: Good				
	Abrasions: Good				
	Non-Marking: Yes				
Item 24					
	Women's 6" Safety Boot		Model #2326		
	Full Grain Turbo Vegas Leather				
	Removable RedBed Footbed				
	Oil/Slip Resistant Horizon SuperSole Sole				
	SuperSole Welt Construction				
	Fiberglass Shank				
	Sizes: B 6-10; D 6-10; EE 7-10				
	ASTM F 2413-05 F 1/75 C/75 EH				
	Slip Resistant: Fair				
	Oil/Gas: Excellent				
	Chemicals: Good				
	Abrasions: Good				
	Non-Marking: Yes				

Item #	MODEL/SIZE	SIZE(S) AVAILABLE	List Price	- Discount	Final Price
Item 25					
	Women's Oxford Shoe		Model #6553		
	Soft PU Coated Black Leather				
	Removable PU Footbed				
	Slip Resistance SSRT Diamond Sole				
	Cement Construction Non-Metallic Shank				
	Sizes: M 6-10, 11, 12; W 6-10, 11, 12; WW 6-10				
	ASTM F 2413-05 F I/75 C/75, EH				
	Slip Resistance: Excellent				
	Oil/Gas: Excellent				
	Chemicals: Excellent				
	Abrasions: Excellent				
	Non-Marking: Yes				
Item 26					
	Women's Oxford Safety Shoe		Model #5430		
	Full Grain Tumbled Black Leather				
	Removable PU SD Footbed				
	Oil/Slip Resistant Crosscut Wedge Sole				
	Steel Shank				
	Sizes: m 4-0, 11; W 6-10				
	ASTMF 2413-05 F 1/75 C/75, SD				
	Slip Resistant: Excellent				
	Oil/Gas: Excellent				
	Chemicals: Excellent				
	Abrasions: Excellent				
	Non-Marking: Yes				
Item 27					
	Women's Mid-High Safety Boot		Model #5433		
	Full Grain Tumbled Leather				
	Removable PU SD Footbed				
	Oil/Slip Resistant Crosscut Wedge Sole				
	Cement Construction				
	Steel Shank				
	Sizes: m 4-10; W 6-10				
	ASTM F 2413-05 F 1/75 C/75, SD				
	Slip Resistant: Excellent				
	Oil/Gas: Excellent				
	Chemicals: Excellent				
	Abrasions: Excellent				
	Non-Marking: Yes				

Item # MODEL/SIZE SIZE(S) AVAILABLE List Price - Discount Final Price

Item 28

Women's Mid-High Safety Boot Model #2380

Full Grain Waterproof Black Edgewater Leather

Removable Nylon Covered PU Footbed

Oil/Slip Resistant Extensity Rubber Sole

Strobel Stitched/Cement Construction

Red Wing Waterproof

TC-Tech Shank

Sizes: B 5-10; D 6-10; EE 7-10

ASTM F 2413-05, F 1/75 C/75, EH

Slip Resistance: Excellent

Oil/Gas: Excellent

Chemicals: Excellent

Abrasions: Excellent

Non-Marking: Yes

Firm Name: _____
Bid No. 17-017 KN-RA

SPECIFICATIONS EXCEPTION FORM
SAFETY FOOTWEAR FOR MAINTENANCE & OPERATIONS

Note: Your bid may be rejected if you do not sign and submit this page.

Bid on materials, supplies, or equipment with varying specifications may be considered by Albuquerque Public Schools. However, in the interest of fairness and sound business practice it should not be the responsibility of APS to probe for information concerning items which you intend to furnish. Therefore, if your bid differs from the specifications or if you take exemption to any of the requirements, such information must be clearly stated in the space following. Failure to do so may result in forfeiture of bid bond, if applicable, or seller may be found in default.

I do meet specifications: _____
Signature

Exceptions are as stated: _____
Signature

**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: _____ 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)

RESIDENT VETERANS PREFERENCE CERTIFICATION

BID 17-017 KN-RA SAFETY FOOTWEAR FOR MAINTENANCE & OPERATIONS

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veteran's preference to this procurement:

Please check one box only

Not Applicable. I declare under penalty of perjury that I am not a Veteran. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate"

"In conjunction with this procurement and the requirements of this business" application for a Resident Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that the statement is true to the best of my knowledge. I understand that by giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative) "

(Date)

*Must be an authorized signatory for the Business.

The Representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

BID SUBMITTAL REQUIREMENTS AND CHECKLIST

BID 17-017 KN-RA SAFETY FOOTWEAR FOR MAINTENANCE & OPERATIONS

Please submit your completed proposal, including the following items. Note that the requested information is mandatory and failure to submit them with your response will deem it non-responsive and will be disqualified. Check off and sign that items are included in your response to this bid.

- Bid Price List (with signature and contact information completed)
- Completed Conflict of Interest and Debarment/Suspension Form
- Campaign Contributions Disclosure Form
- Resident Contractor (or Veteran Resident Contractor) Preference Certificate
- Bid Submittal Requirements and Check List
- Certification of Insurance (if applicable)

(Signature)

(Date)