



**ALBUQUERQUE  
PUBLIC SCHOOLS**

*Accelerate Progress for Students*

Rennette R. Apodaca, MPA, CPPO  
Executive Director

Raquel Reedy  
Interim Superintendent

May 13, 2016

**BID NO:** 16-040SC-KM Discount from List – Restroom Accessories &  
Installation

**DATE:** June 9, 2016

**TIME:** 11:00 a.m.

**PHYSICAL  
LOCATION:** Albuquerque Public Schools  
Procurement Department  
(Address for 6400 Uptown Blvd NE, Suite 500 E  
Express or Hand Albuquerque, NM 87110  
Delivery)

**U.S. MAIL  
PO BOX  
LOCATION:** Albuquerque Public School  
Procurement Department  
(Address for P.O. Box 25704  
First Class or Albuquerque, NM 87125  
Parcel Post  
Delivery)

Allow appropriate time for delivery to the Procurement Department location before the deadline time and date.

**PO Box Address, i.e. USPS First Class or Parcel Post Delivery. Allow one (1) additional business day for internal APS mail distribution.**

**CONTACT:** Steven L Carpenter, Senior Buyer  
[Carpenter\\_s@aps.edu](mailto:Carpenter_s@aps.edu) (505) 878-6121

**SPECIAL INSTRUCTIONS:** Complete BID documents as required. Your response must be received in the APS Procurement Department prior to the specified date and time regardless of delivery option selected. **Late BIDS are not accepted and will be returned un-opened.** To ensure proper identification and handling, clearly indicate the BID Proposal Number, Name, and the Opening Date and Time on the outside of the sealed response envelope.

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## BID NO. 16-040SC-KM

### DISCOUNT FROM LIST FOR RESTROOM ACCESSORIES ON DEMAND AND INSTALLATION SERVICES

**INTENT:** Albuquerque Public Schools (APS) invites you to bid on **Discount from List for Restroom Accessories on Demand, and Installation Services** in accordance with the attached specifications. The contractor shall provide the goods and/or services, as defined in this agreement, on an "as ordered" basis. This is not an order and no funds are obligated under this Bid.

#### INFORMATION FOR BIDDERS

1. **Contract Documents:** The bidding information included in this packet and listed below constitutes the contract documents. The bidder's signature signifies his full understanding of the terms and conditions of this bid. The award of the contract shall be made by a Price Agreement (PA) issued by APS to the contractor and shall bind the contractor to the terms of the contract documents.
  - Information for Bidders
  - General Terms and Conditions
  - General Conditions
  - General Requirements
  - Specifications and Pricing
  - Conflict of Interest and Debarment/Suspension Certificate Form
  - Campaign Contribution Form
  - Terms and Conditions (Signature Page)
2. **Preparation of Bids:** 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. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the bidder and the bid number as listed on the Bid Invitation. Improper identification may result in premature opening of, or failure to open bid. **An authorized representative of the company must sign all bids. Bids not signed will be considered as non-responsive and rejected.**
3. **Receipt and Opening of Bids:** Bids must be prepared and submitted in accordance with the provisions hereof. APS reserves the right to reject all bids if all bids exceed the available funds. Any bid may be modified or withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the specified time for the opening of bids shall not be considered. Procurement law requires sealed bids or proposals. Therefore, APS cannot accept bids, which are transmitted using facsimile equipment. This may not apply to amendments or addenda, which do not refer to pricing, or to the transmittal of supplemental product literature, drawings, and the like. Please refer the specific situation to the buyer for clarification before processing.
4. **Qualifications of Bidder:** APS may make such investigations as necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish all such information and data for this purpose as APS may request. APS reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy APS that such bidder is qualified to carry out the obligations of the contract and to complete the work described therein. Bidder shall also construe this provision to incorporate any necessary investigation and/or monitoring during the life of the contract to enforce any current policy of the Board of Education such as, but not limited to, no smoking or alcoholic beverages on APS property. As a

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**INFORMATION FOR BIDDERS CONTINUED**

general rule, any such regulation or law applies to APS personnel shall be deemed to be in force for contractor's work force occupying any work site.

5. **Familiarity with Conditions:** Clarification of bidding procedures may be made by contacting APS Procurement Division, Steven Carpenter, Senior Buyer, telephone number (505) 878-6121, clarification of the technical aspects of this contract may be made by contacting Marty Saiz, Structural Maintenance Manager at (505) 765-5950, ext.215 or Martin Romero, Special Teams Supervisor at (505) 765-5950, ext.350. **Bidders must have acquainted themselves with all conditions affecting this contract before submitting a 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 contract documents to obtain first-hand knowledge of all proposed work. Contractors 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 contract 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.

6. **Conditional Bids:** Bids in which acceptance is in some manner restricted or conditioned by the bidder will be reviewed by APS. If the limitations imposed are not in the best interest of APS or are prejudicial to other bidders, bid will be rejected.
7. **Multiple Offers:** APS will not select from multiple offers on a single document. If bidder offers more than one brand and/or 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 low 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.
8. **Records:** Records shall be maintained by the contractor in compliance with municipal, federal, or state laws, ordinances, codes, and this contract. At any time during normal business hours and as APS may deem necessary, there shall be made available to APS for examination all of contractor's records with respect to all matters covered by this agreement. APS may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment or any other such data as may be pertinent.
9. **Awards:** APS reserves the right 1) to award bid received on the basis of individual items, or groups of items, or on the entire list of items; 2) to reject any or all bids or any part thereof; 3) to waive any informality in the bids; and 4) to accept the bid that is in the best interest of APS. Bid award will be made to the low responsible and responsive bid taking into consideration prior qualifications and capabilities of the bidder, availability of funds and any other relevant factors. **It is the responsibility of the bidder to inquire as to the status and/or subsequent award of bids.**

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**SERVICES**  
**INFORMATION FOR BIDDERS CONTINUED**

APS prefers to award to one vendor but may consider multiple awards to ensure a variety of restroom accessories in the event that certain types of accessories may be needed for non-standard situations or to match existing product and the like.

10. **Tax Requirements:** APS holds a Class 9 Tax Exemption Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued on request.
11. **Protest:** Any bidder, offeror, or contractor who is aggrieved in connection with procurement may protest to the Procurement Division, Albuquerque Public Schools. The protest shall be submitted in writing fifteen (15) calendar days after the fact or occurrences giving rise thereto.
12. **The Procurement Code:** The Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.
13. **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.

**GENERAL TERMS AND CONDITIONS**

The submission of a bid will indicate that the bidder has read the terms and conditions, understands the requirements and that bidder can supply item(s) specified.

No contract exists on the part of Albuquerque Public Schools until a written Price Agreement (PA) is executed. Issuance of a PA will be considered sufficient notice of acceptance on contract.

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 right, title, or interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of Albuquerque Public Schools.

Albuquerque Public Schools reserves the right to return Restroom Accessories which do not meet specifications indicated in Bid at bidder's expense. Bidder guarantees that Restroom Accessories delivered are standard, new, and regular stock.

Failure to examine any specifications and/or instructions will be at bidder's risk.

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**Insurance:** The Contractor shall, at his own expense, carry and maintain statutory limits during the entire performance period of this Contract at least the kinds and minimum amounts of insurance listed:

- A. **Workers' Compensation Insurance:** As required by the Labor Laws and the New Mexico Statutes.
- B. **Public Liability Insurance:** At the time of the Contractor's execution of the contract, Contractor shall deliver to Owner a certificate(s) of insurance testifying that he has obtained full Workers' Compensation and Employer's Liability insurance coverage for all persons whom he employs or may employ during the course of the project. Such coverage shall be maintained for the duration of the contract and the warranty period and shall meet the most current requirements.

Liability Insurance: The Contractor shall procure and maintain during the life of the contract, an Owner's Protective Liability Insurance Policy written with APS, its officers, agents and employees as named insured with the following limits.

\$1,000,000 Bodily Injury and Property Damage per occurrence  
\$1,000,000 Bodily Injury and Property Damage aggregate

General Liability Insurance shall be provided with the following limits.

\$1,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury and Advertising Injury  
\$1,000,000 Each Occurrence  
\$50,000 Fire Damage (any one fire)  
\$5,000 Medical Expense (any one person)

If coverage is provided under Comprehensive General Liability prior to 11/85 ISO policy limits shall be:  
\$1,000,000 Bodily Injury and Property Damage combined per occurrence  
\$1,000,000 Bodily Injury and Property Damage combined aggregate.

This policy must include premises/operations, independent contractors, products and completed operations, contractual liability covering the contract, broad form property damage including completed operations, personal injury

The Contractor shall procure and maintain during the life of the contract, Automobile Liability Insurance with the following limits. Excess insurance or umbrella liability insurance will be acceptable in attaining the required limits.

\$1,000,000.00 combined single limit bodily injury or property damage per occurrence. Coverage must be on an "any Auto" basis or must include owned, hired and non-owned automobile coverage.

The contractor shall, at his own expense, carry and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance listed:

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**GENERAL CONDITIONS**

1. **Contract Modification:** No oral statement by any person shall modify or otherwise affect the terms, conditions, specifications, or price agreements stated in this contract. This contract is the final expression of the agreement between parties unless amended in writing by the Procurement Division.

Submit all questions about the proposed contract specifications including any discrepancies, omissions, or ambiguities noted by any bidder to the appropriate APS Contact person. If appropriate, APS Procurement Division will issue a written addendum that shall thereafter become part of the bid documents and proposed contract documents. Oral interpretations other than routine clarification and the like, if given shall not be binding unless reduced to a written addendum issued prior to bid opening. All bids shall be responsive to and include any addenda issued prior to bid opening.

2. **Cancellation:** Failure to comply with the terms of the contract documents and/or unsatisfactory performance on the job will constitute grounds for cancellation of the contract. If, after consultation between APS using departments, APS Procurement Department, and the Contractor, grounds for cancellation still exist, immediate notification of cancellation will be provided in writing by the Procurement Department. Upon such notification, the Contractor shall cease work immediately and shall submit an invoice for work satisfactorily completed to date. No allowance will be made for anticipated profits.

APS may by written notice stating the extent and effective date, cancel the contract for convenience, in whole or in, at any time. APS shall pay contractor as full compensation for performance until such cancellation (1) the unit or prorated order price for the delivered and accepted portion and (2) a reasonable amount, not otherwise recoverable from other sources by contractor as approved by APS with respect to the undelivered or unaccepted portion of the order; provided compensation shall in no event exceed the total contract price.

3. **Form of Contract:** Following bid award a Price Agreement (PA) will be issued to the successful bidder(s) on all awarded materials. Actual quantities of award materials requested by APS and delivered by bidder will be charged to a Purchase Order number referencing the PA number.
4. **Purchase Order and Invoicing Procedures:** Following bid award, a Price Agreement (PA) will be issued to the successful bidder(s) and will be in effect for the duration of the contract and which will accommodate multiple billings as work is completed. Each pick-up/delivery shall be ticketed separately, showing the APS Price Agreement, delivery location, and the full signature with printed name underneath of employee picking up/receiving the materials(s). Initials only are not acceptable and will not be processed for payment.

All itemized invoices must clearly reference appropriate bid pricing, item number, and PO number and shall be submitted to Accounts Payable, P.O. Box 25704, Albuquerque, New Mexico 87125, telephone number (505) 880-3788.

When Applicable, final invoice for each delivery shall be accompanied by all required guarantees, releases of lien and/or other submittal required by the contract.

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5. **Prompt Payment:** APS will strive to meet or exceed prompt payment terms as may be established by statute. Late payment charges may be assessed on any unpaid balance over sixty (60) days in arrears at the rate of one and one-half (1.5%) per month. APS **will not** automatically include late charges in your payment. Late charges must be properly documented with separate invoice showing invoice numbers, amount, date, and computation to verify charges. Typically payment schedule will be 30-45 days.

**GENERAL REQUIREMENTS**

1. **Scope of Work:** Purpose of the bid is to establish discounts from price list for product as required. Regardless of discount(s) received, APS reserves the right to bid any item(s) separately whenever it may be in its best interest to do so. Discounts quoted will be considered to be 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 if the product is representative of the materials requested by this bid. If a vendor changes product lines or introduces a new range into the business, APS Procurement Division will review and may consider vendor requests for changes to the contract. Pricing structures must remain firm. Services and/or installation may be covered as a separate item. **PLEASE DO NOT BID UNLESS YOU HAVE AUTHORIZATION TO SELL RESTROOM ACCESSORIES AND INSTALLATION ON DEMAND IN THE STATE OF NEW MEXICO AND ARE A LEGITIMATE SUPPLIER OF THE PRODUCT REQUESTED.**
2. **Contract Period:** Any contract issued as a result of this solicitation may be in effect for up to six (6) years after date of award. Pricing must remain firm for the life of the contract unless the successful vendor is notified of a price increase from the manufacturer. The vendor would then have the opportunity to raise the pricing in equal proportion to the cost of the product. Justifying documentation from the manufacturer for the price increase must be included for any request for a price increase. Escalation will not be allowed for any reason not related to market conditions related to Scope of Work. If prices should decrease in the market, APS should benefit from any market fluctuation which would derive savings.

**Service to Include but not Limited to:**

Prompt Delivery of material following receipt of request from APS.

Prompt response to APS inquires regarding availability of times, delivery time and other needs as may arise during the term of the contract.

Ability and willingness to advise APS personnel when special needs arise.

Ability and willingness to promptly investigate claims of defective and/or inferior quality and to make necessary adjustments. Investigations to include on-site response if necessary.

Periodic visits to APS Purchasing Division and using Departments from a representative to provide service as required.

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3. **Pricing:** All pricing after discount will be F.O.B. destination including cost, insurance, and freight. F.O.B. destination shall be interpreted as final site as specified by APS. **BIDDER OWNS GOODS DURING TRANSIT.** Special shipping and handling charges e.g. UPS Blue label and the like when specifically requested by APS may be added at exact cost to the invoice.

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 invoice.

**List Price Changes:** All requested changes must be in writing, addressed to the APS Procurement Division and in advance of the requested revision. APS prefers at least a thirty-(30) day notice. It will be the responsibility of the vendor to approach APS with the need for price review. Then new manufacturer's list(s) must be furnished with the request.

- a) Changes in prices not made in accordance with above instruction will not be recognized. Changes must be standard in the industry and not unique to APS.
- b) Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, APS shall also receive the benefit of such reductions.
- c) Price increases will not be retroactive to orders already in house or back orders. Order will be filled at the price in effect on the date of the receipt of the order, either verbal or written, by the vendor.

**NEW MEXICO RESIDENT BIDDING PREFERENCE:** There are two preferences that New Mexico companies can use for bidding advantage for this contract. Please note that these 2 preferences are not cumulative.

**VETERANS PREFERENCE**

Policy effective July 1, 2012.

In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 resident veterans businesses are to receive the following preferences:

1. Resident veterans businesses with annual revenues of \$1M or less are to receive a 10% reference discount on their bids and proposals.
2. Resident veterans businesses with annual revenues of more than \$1M but less than \$5M are to receive an 8% preference discount on their bids and proposals.
3. Resident veterans businesses with annual revenues of more than \$5M are to receive a 7% preference discount on their bids and proposals.

This preference is separate from the current instate preference and is not cumulative with that preference. However, veteran businesses will still receive the in state preference once the veteran's preference cap is exceeded.



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**GENERAL REQUIREMENTS**

All public solicitations must contain the attached "Resident Veterans Preference Certification". Also, please attach vendor preference certificate to your bid response.

**RESIDENTIAL PREFERENCE**

Policy effective January 1, 2012

**GOVERNOR MARTINEZ SIGNS SB1 – IN-STATE PREFERENCES**

As of October 5, 2011, applications for in-state preference will no longer be processed through the State Purchasing Division. Per Senate Bill 1, signed by Governor Martinez on October 5, 2011, all New Mexico resident businesses and contractors that wish to obtain a five percent bidding advantage on all state contracts are required to obtain a valid resident business certificate or resident contractor certificate issued by the NM Department of Taxation & Revenue. This policy is effective January 1, 2012. For additional information please call 505-827-0951. Please attach resident certificate to bid response.

4. **Delivery:** Delivery to be F.O.B. destination, including cost, insurance, and freight to Special Teams, 919 Locust Street SE, Albuquerque, New Mexico, 87106, telephone number (505) 765-5950, ext.306. Delivery may also be required to the job site. 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.

Deliveries will be made at various times during the contract period.

5. **Request(s) NOT Defined:** Contractor shall be held accountable to NOT fill requests that are clearly beyond the defined scope of this contract. Should such request occur, contractor has the responsibility of calling such violations to the attention of APS Procurement Officer.

Although this contract is being bid on behalf of APS High Schools, individual middle school/departments will be referred to the successful Contractor in the event of requirements which can be adapted to the specific items awarded.

6. **Price List and Discounts:** Bid price will be indicated as a percentage of discount off the **manufacturer's suggested retail price list/catalog**. Discounts will be applied to the most recent issue.
7. **Bid Submittals:** A copy of the current price list from which discount applies must be submitted with the bid. **The bidder shall agree that there will be no change in the discount during the term of the contract.** The successful bidder(s) is required to supply APS Procurement Officer with new price list(s) as they become available. 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.

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Successful bidder(s) shall supply additional price list(s) as required by APS.

8. **List Price Changes:** Change of list price will be subject the following conditions:
- a. All Requested changes must be in writing, addressed to the APS Procurement Officer and in advance of the requested vision. APS prefers at least a thirty (30) day notice. It will be the responsibility of the vendor to approach APS with the need for price review. The new manufacturer's list(s) must be furnished with the request.
  - b. Changes must be standard in the industry and not unique to APS.
  - c. Price decreases as well as increase shall apply. If vendor's prices are reduced for any reason, APS shall also receive the benefit of such reductions.
  - d. Price increases will not be retroactive to orders already in house or back orders. Orders will be filled at the price in effect on the date of the receipt of the order, either verbal or written, by the vendor.
9. **Product:** Brands as may be specified are provided as a reference to the level of quality desired and do not reflect a preference on the part of APS. APS will consider and evaluate "or equal" offers. If product is unknown or unfamiliar, bidders in the competitive range will be contacted to provide a sample.
- APS reserves the right to request samples at any time during the evaluation process. The samples received will be used to determine quality, durability and compliance with specifications. All samples are to be of the same quality as those materials to be supplied by successful bidder(s) upon bid award. They shall be free of charge and be submitted and removed by the bidder at his/her expense. Award samples may be held for comparison with deliveries. APS shall not be held responsible for any samples damaged or destroyed in examination or testing. Bidder will have five (5) working days after notification to supply the desired items. Samples not relieved within the five day time period will disqualify the bidder as nonresponsive. Samples not removed within ten 10 (10) days after notice to the bidder will be regarded as abandoned and APS shall have the right to dispose of them as its own property.
- APS assumes a direct correlation between items bid and items shipped. "As specified" is defined as the exact brand and model referenced in the bid specifications. Product awarded based on bid results wherein actual shipment does not conform to the exact product will be returned at the full expense of the seller, who shall be further liable for such excess costs as APS may incur in purchasing replacement materials elsewhere. Attempts to ship non-conforming merchandise and offer alter discount as an inducement to keep the product will be refused.
10. **Order Placement:** During the life of the contract APS proposes to order various restroom accessories as needed. Actual quantities are difficult to determine. Estimated yearly average requirements are listed. Please note that this is based on historical usage, subject to funding, and is not a commitment to purchase. Payment will be made to the successful bidder for actual quantities ordered and received.

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Purchases will be made for warehouse stock, but contractor should also anticipate some walk-in trade. Typically, APS crews will not return to the warehouse for an item if the contractor's place of business is closer and/or the cost is small. All APS personnel can furnish identification and must sign for materials with a full legible signature and his/her personal employee number. Initials are not acceptable. Contractor must satisfy himself as to the validity of the transaction beyond a reasonable doubt. APS is not responsible for unauthorized purchases or those that cannot be identified. **APS will not pay for unauthorized purchases.**

Returns will be accompanied by delivery ticket, invoice, etc. as may be applicable. Credits will only be issued to the APS account.

Price Agreement releases against this bid will be placed through email by a purchase order by Purchasing, s referencing the Price Agreement (PA) number.

11. **Specifications:** Sizes, dimensions, descriptions, etc. which appear throughout the bid are intended to reference a standard of performance or level of quality.
12. **Warranty/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. This bid is for Restroom Accessories on Demand and Installation Services.

Warranty terms shall be stated where requested on the bid and must be, as a minimum, the manufacturer's best preferred warranty.

13. **Method 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.

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**FIRM NAME:** \_\_\_\_\_

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. Company Name and Address**

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

**2. Contract Designee:** (Name of person assigned to APS account. Include telephone, email address and fax number. Please notify APS if contract designee changes.)

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

**3. Special Quotation/Reference/Account Number** (If applicable, indicate type & number)

\_\_\_\_\_

**4. Product Lead Time (ARO)**

\_\_\_\_\_

**5. Miscellaneous Charges** (If applicable, indicate)

a) \_\_\_\_\_  
b) \_\_\_\_\_  
c) \_\_\_\_\_

**6. Minimum Delivery Amount** \_\_\_\_\_

**7. Delivery charge Exceptions**

Indicate amount, percent, etc. to be charged. Before filling in this section, read General Requirements, F.O.B. Destination.

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

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

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

**9. Warranty** (Specify your warranty period and procedures)

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

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**GENERAL SPECIFICATION INFORMATION**  
**RESTROOM ACCESSORIES ON DEMAND**

**General Information:** Sizes, dimensions, descriptions, etc. which appear throughout the bid are intended to reference a standard of performance or level of quality and to describe the necessary requirements for the particular equipment. All parts shall conform to standards of engineering practice. Dimensions, weight, etc. are to be considered approximate insofar as lessor tolerances do not comprise the intended use or safety of the equipment. The manufacturer's equipment and accessories which are included as standard in the advertised and published literature shall not be removed or omitted for the reason that the bid specifications may not particularly mention them. Items must comply with standards set forth by the American Disabilities Act (ADA).

Bidders must be able to supply a full range of the various restroom accessories specified. Indicate for each item category the **minimum** percent of discount to be provided off the current manufacturer's suggested retail price list. APS may conceivably order any or all sizes and configurations of the various accessories but actual quantities are difficult to determine. Estimated yearly average requirements are listed. Please note that this is based on historical usage, subject to funding, and is not a commitment to purchase.

Specifications and pricing follow.

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**ITEM 1 – TOILET PARTITION SPECIFICATIONS**

**Overhead Braced:** Pilasters are finished to 1-1/4" thick, constructed of two sheets of 20-gauge, bonderized, galvanized steel, formed and assembled with honeycomb core. Face sheets are electrically welded at intervals around the entire perimeter. All pilasters will have a 3" high #4 finish stainless steel plinth (type 304) and have straight, flat sides with rounded edges to match the pilaster profile. Pilasters will have leveling bolts threaded to the pilaster support bracket. Floor mounting will be with #12 x 1-1/2" screws and shields. Headrail is anodized aluminum .05" wall thickness with anti-grip profile. The headrail is set into a 16-gauge channel reinforcement, which occupies the full width of the pilaster and is electrically welded in place for maximum strength. **To be as Metpar, Corinthian (FP-500) or equal.**

**Floor Mounted:** Pilasters are finished to 1-1/4" thick, constructed of two sheets of 18 gauge, bonderized, galvanized steel, formed and assembled with a honeycomb core. Face sheets are electrically welded at intervals around the entire perimeter. All pilasters will have a 3" high #4 finish stainless steel plinth (type 304) and have straight, flat sides with rounded edges to match the [pilaster profile. Mounting channels are 12-gauge steel electrically welded to the pilaster face sheets. Zinc plated 3/8" diameter studs, lock washers, nuts and lead expansion shields are provided. **To be as Metpar, Luxor (FT-700) or equal.**

**Ceiling Hung:** Pilasters are finished to 1-1/4" thick, constructed of two sheets of 18 gauge, bonderized, galvanized steel, formed and assembled with a honeycomb core. Face sheets are electrically welded at

intervals around the entire perimeter. All pilasters will have a 3", high #4 finish stainless steel plinth (type 304) and have straight, flat sides with rounded edges to match the pilaster profile. Mounting channels are 12-gauge steel formed and electrically welded to the pilaster face sheets. Zinc plated 3/8" diameter studs, lock washers, and nuts are provided. **To be as Metpar, Forum (CH-700) or equal.**

**General Specifications:** Each compartment will be complete with all hardware, door hinges, latch, stop and keeper, coal hook, as well as all necessary fitting and fastenings for a complete installation. Hinges and door strikes are fastened by means of tamper-proof through bolts of the sex bolt type. All screws to be chrome plated. Doors are to be hung on a concealed, "stay-set," fully adjustable, non-rising door mechanism. Upper hinge pin shall be 3/8" diameter steel. All hinges will have wrap-around flanges with a minimum of 5/8" wrap-around flanges with a minimum of 5/8" wrap onto pilaster. All doors will have a concealed ADA slide latch with external "in-use" indicator.

Both standard and handicap stalls will be purchased.

**BID NO. 16-040SC-KM**

**DISCOUNT FROM LIST FOR RESTROOM ACCESSORIES ON DEMAND AND INSTALLATION SERVICES**

<b>Item</b>	<b>Estimated Quantities</b>	<b>Description</b>
<b>1</b>	<b>50</b>	<b>TOILET PARTITIONS</b>

Minimum Discount from list:  
For purpose of this bid, discount means 10%, etc. Use this figure to compute prices.

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**DO NOT USE MULTIPLIER**

- A. Complete Units
  - Standard
  - Handicapped
- B. Replacement parts
- C. Hardware

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Additional Discount for large quantities:  
**DO NOT USE MULTIPLIER**

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Manufacturer:

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Price List Date and Number:  
(Must be submitted with bid)

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Available Colors:

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Product Lead Time:

- In-Stock
- Out-of-Stock

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Do you commonly stock these items?

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**BID NO. 16-040SC-KM**

**DISCOUNT FROM LIST FOR RESTROOM ACCESSORIES ON DEMAND AND INSTALLATION SERVICES**

**ITEM 2 – GRAB BAR SPECIFICATIONS**

**Grab Bar** 18-8, type 304, 18 gauge (1.2mm) stainless steel tubing with satin finish, 1-1/2" (38mm) outside diameter. Ends are hellarc welded to conceal mounting flanges. Distance from inside of grab bar to finished wall is 1-1/2" (38mm).

**Concealed Mounting Flanges** 18-8, type 304, 1/8" (3mm) thick, stainless steel plate; 3-1/8" (79mm) diameter with 2 holes for attachment to wall. End flanges have round holes; flanges on intermediate supports have slotted holes to facilitate installation.

**Flange Cover** 18-8, type 304, 22 gauge (0.8mm) drawn stainless steel with satin finish 3-1/4" (83mm) diameter x 1/2" (13mm) deep. Each flange cover snaps over mounting flange to conceal mounting screws.

Grab Bars that project 5" (127mm) or less will support loads in excel of 900 pounds. Other grab bar configurations that project more than 5" will meet or exceed H.E.W. and H.U.D. requirements that grab bar shall be of sufficient strength, together with anchorage, to sustain a dead weight of 250 pounds for 5 minutes at any point. Must meet ANSI A117.1-1986, Section 424.3: Structural Strength.

Grab bars should include several models and styles. Configurations to include but not be limited to: Horizontal, vertical, duble horizontal, two-wall wheelchair, wall to floor, straddle, 90 degree angle, tub bar, tub/shower bar, etc.

**To be a Bobrick Models or equal.**

	Estimated	
Item	Quantities	Description
2	200	GRAB BARS

Minimum Discount from list:  
For purpose of this bid, discount means 10%, etc. Use this figure to compute prices.  
**DO NOT USE MULTIPLIER**

Manufacturer:

Price List Date and Number:  
(Must be submitted with bid)

Product Lead Time:

In-Stock

Out-of-Stock

Do you commonly stock these items?

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**BID NO. 16-040SC-KM**

**DISCOUNT FROM LIST FOR RESTROOM ACCESSORIES ON DEMAND AND INSTALLATION SERVICES**

**ITEM 3 – PAPER TOWEL DISPENSER SPECIFICATIONS**

Surface-mounted roll-paper towel dispenser. Industrial roll type, lever operated. Delivers preset length of towel: 2-1/2", 4" or 5" per stroke. Accepts standard-core rolls 8" or 9" wide, 800 feet long, 12-1/2" wide, 15" high; wall to lever, 10-1/2". Construction shall be heavy-duty 20-gauge steel with stamped steel loading tray and stub roll tray. The dispenser shall have a locking cover. **To be as Bobrick B2860, James River Levermatic, or equal.**

	<b>Estimated</b>	
<b>Item</b>	<b>Quantities</b>	<b>Description</b>
<b>3</b>	<b>100</b>	<b>PAPER TOWEL DISPENSERS</b>

Minimum Discount from list:  
For purpose of this bid, discount means  
10%, etc. Use this figure to compute prices.

**DO NOT USE MULTIPLIER**

Additional Discount for large quantities:

**DO NOT USE MULTIPLIER**

Manufacturer:

Price List Date and Number:  
(Must be submitted with bid)

Product Lead Time:

In-Stock

Out-of-Stock

Do you commonly stock these items?

**BID NO. 16-040SC-KM**

**DISCOUNT FROM LIST FOR RESTROOM ACCESSORIES ON DEMAND AND INSTALLATION SERVICES**

**ITEM 4 – RESTROOM MIRRORS SPECIFICATIONS**

Frame fabricated of 24-gauge stainless steel with bright annealed finish. Channel is 15/32" x 3/4" x 15/32" and neatly mitered.

Back fabricated of 20 gauge galvanized steel.

Mirror of first quality 1/4" float glass triple silver plated with chemical copper protective layer and thermosetting infrared cured paint backing. To meet federal specification DD-M-00411b against silver spoilage and guaranteed for 15 years.

Mounting brackets fabricated of 18-gauge cold rolled steel.

Must come in various sizes to accommodate individual situations. **To be as Bradley Model 720 or equal.**

	<b>Estimated</b>	
<b>Item</b>	<b>Quantities</b>	<b>Description</b>
<b>4</b>	<b>40</b>	<b>RESTFOOM MIRRORS</b>

Minimum Discount from list:  
For purpose of this bid, discount means  
10%, etc. Use this figure to compute prices.

**DO NOT USE MULTIPLIER**

Additional Discount for large quantities:

**DO NOT USE MULTIPLIER**

Manufacturer:

Price List Date and Number:  
(Must be submitted with bid)

Product Lead Time:

In-Stock

Out-of-Stock

Do you commonly stock these items?

**BID NO. 16-040SC-KM**

**DISCOUNT FROM LIST FOR RESTROOM ACCESSORIES ON DEMAND AND INSTALLATION SERVICES**

**ITEM 5 – TOILET PAPER DISPENSER SPECIFICATIONS**

Single Roll Toilet Tissue Holder – Holder shall be heavy gauge (18 or over) with bright polished chrome finish. It shall accommodate standard core tissue rolls, be vandal-proof and shall include a controlled delivery mechanism. Heavy-duty brake springs to provide controlled delivery. Tissue will not spin freely to eliminate waste. To be surface mounted on wall or toilet partition with two screws. **To be Bobrick B-264 or equal.**

Double Roll Toilet Tissue Holder – Holder shall be heavy gauge (18 or over) with bright polished chrome finish. It shall accommodate two (2) standard core tissue rolls, be vandal-proof and shall include a controlled delivery mechanism. Heavy-duty brake springs to provide controlled delivery. Tissue will not spin freely to eliminate waste. To be surface mounted on wall or toilet partition with two screws. **To be Bobrick B-265 or equal.**

	<b>Estimated</b>	
<b>Item</b>	<b>Quantities</b>	<b>Description</b>
<b>5</b>	<b>30 Single Style</b>	<b>TOILET TISSUE DISPENSERS</b>

Minimum Discount from list:  
For purpose of this bid, discount means  
10%, etc. Use this figure to compute prices.  
**DO NOT USE MULTIPLIER**

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Additional Discount for large quantities:  
**DO NOT USE MULTIPLIER**

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Manufacturer:

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Price List Date and Number:  
(Must be submitted with bid)

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Product Lead Time:  
In-Stock  
Out-of-Stock

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Do you commonly stock these items?

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**BID NO. 16-040SC-KM**

**DISCOUNT FROM LIST FOR RESTROOM ACCESSORIES ON DEMAND AND INSTALLATION SERVICES**

**ITEM 6 – SOAP DISPENSER SPECIFICATIONS**

**Soap Dispenser shall be**

<b>Item</b>	<b>Estimated Quantities</b>	<b>Description</b>
<b>6</b>	<b>50</b>	<b>SOAP DISPENSERS</b>

Minimum Discount from list:  
For purpose of this bid, discount means  
10%, etc. Use this figure to compute prices.  
**DO NOT USE MULTIPLIER**

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Additional Discount for large quantities:  
**DO NOT USE MULTIPLIER**

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Manufacturer:

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Price List Date and Number:  
(Must be submitted with bid)

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Product Lead Time:  
In-Stock  
Out-of-Stock

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Do you commonly stock these items?

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**BID NO. 16-040SC-KM**

**DISCOUNT FROM LIST FOR RESTROOM ACCESSORIES ON DEMAND AND INSTALLATION SERVICES**

**PRICING OF NON-CONTRACT ITEMS**

Although the specifications listed are expected to be representative of actual needs, APS may wish to order from time to time various additional items within the general scope of the contract which cannot be anticipated or for which usage is specialized, needed for repair of old parts and the like. **Bidder will quote in the space following an overall discount or outline a pricing structure which will apply to such miscellaneous items and supplies necessary for installation.** Documentation will be required at time of invoicing. You may not use a cost plus a percentage of cost. All pricing/discounts must be accompanied by a copy of the contractor's actual invoice. APS may or may not accept noncontract pricing and reserves the right to offer specific items to the new low bidder or to make no award.

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**INSTALLATION**

APS normally installs its own restroom accessories; however, on occasion work must be contracted out. If you offer this service, please indicate the extent of your service capability and quote a price per hour for labor. Pricing for products required to perform installation (partitions, etc.) shall follow the policy defined by bidder under "NON-CONTRACT ITEMS" above.

Does your installation service include site preparation and other incidentals? If not, define your company's limitations.

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Installation hourly rate: \$ \_\_\_\_\_ for foreman  
\$ \_\_\_\_\_ for crew members

State your company's overtime policy

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**BID NO. 16-040SC-KM**  
**DISCOUNT FROM LIST FOR RESTROOM ACCESSORIES ON DEMAND AND INSTALLATION SERVICES**

**Resident Veterans Preference Certification**

**RESTROOM ACCESSORIES & INSTALLATION**

\_\_\_\_\_ (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 \$1M 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 declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this proposal. 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 more than \$5M allowing me the 7% preference discount on this proposal. 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 NO. 16-040SC-KM**  
**DISCOUNT FROM LIST FOR RESTROOM ACCESSORIES ON DEMAND AND INSTALLATION SERVICES**  
**CONFLICT OF INTEREST AND**  
**DEBARMENT/SUSPENSION CERTIFICATION FORM**  
**RESTROOM ACCESSORIES & INSTALLATION**

**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 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: \_\_\_\_\_

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

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

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

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

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

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

Telephone: \_\_\_\_\_

**BID NO. 16-040SC-KM**

**DISCOUNT FROM LIST FOR RESTROOM ACCESSORIES ON DEMAND AND INSTALLATION SERVICES**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**RESTROOM ACCESSORIES & INSTALLATION**

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person 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 shall void an executed contract or cancel a solicitation or proposed award for a proposed contract 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.

**THIS FORM 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 federal, 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.



**BID NO. 16-040SC-KM**

**DISCOUNT FROM LIST FOR RESTROOM ACCESSORIES ON DEMAND AND INSTALLATION SERVICES**

**“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.

**“Person”** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**“Prospective contractor”** means a person who 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 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.

**DISCLOSURE OF CONTRIBUTIONS:**

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

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

Name of Applicable Public Official: \_\_\_\_\_

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

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

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

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

(Attach extra pages if necessary)

**BID NO. 16-040SC-KM**  
**DISCOUNT FROM LIST FOR RESTROOM ACCESSORIES ON DEMAND AND INSTALLATION**  
**SERVICES**  
**ALBUQUERQUE PUBLIC SCHOOLS - BOARD OF EDUCATION**

**TERMS AND CONDITIONS**

**Preparation of Bids**

Bidders are to comply with all instructions and provide the information requested in the appropriate spaces. Bid prices must be entered in ink or typewritten. Mistakes may be corrected prior to bid opening, but shall be initialed by the person signing the bid. Corrections and/or modifications received after the bid opening time will not be accepted. Bids must be submitted by the date and at, or prior to, the time specified for consideration. Late bids will not be accepted. All bids must be signed by an authorized representative of the company.

Improper identification may result in premature opening of or failure to consider the bid. Bids must be submitted in a sealed envelope. Procurement law requires sealed bids. Therefore, APS cannot accept bids which are transmitted using facsimile equipment.

Albuquerque Public Schools holds a Class 9 Tax Exemption Certificate and is exempt from paying sales tax on tangible personal property. A non-taxable transaction certificate (NTTC) will be provided upon request. Services (including construction or materials that become part of a construction project) are not exempt. The Contractor shall comply with all requirements of the State of New Mexico Gross Receipts Law and shall require all subcontractors to comply with same. Do not include tax in your bid price. Tax must be shown as a separate item on all invoices.

**General**

**Brand Names:** It is intended that bid specifications admit maximum competition. Brand names or model numbers, where used, are for reference as to standard of character, quality and/or operation and are not indicative of preference on the part of APS. Equal item(s) will be considered, provided the bid clearly describes the item by brand, model number, level of quality or any other appropriate criteria. Descriptive literature must be included for bid evaluation purposes. Include sample(s) if specifically requested. Failure to provide this information may disqualify your bid. Determination by APS as to what item(s) are equal shall be final and conclusive. When brand, model or other identification is not stated, it shall be understood that the bidder is quoting as specified.

**Qualifications of Bidders:** APS may make such investigations as necessary to determine the ability of the bidder to perform the work required. Bidder shall furnish all necessary information and data as may be requested. APS reserves the right to reject any bid if the evidence submitted or the investigation of a bidder fails to satisfy APS that the bidder is qualified to perform the obligation of the contract.

**Award**

Award(s) will be made to the low responsible and responsive bid(s) taking into consideration prior qualifications and capabilities of the bidder, availability of funds and any other relevant factors.

APS reserves the right: (1) to award bids received on the basis of individual item(s), or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bid(s) and (4) to accept the bid(s) that is in the best interest of APS.

APS will take advantage of prompt payment discounts whenever possible; however, these will not be used as award criteria.

New Mexico procurement law provides for a five percent (5 %) residential preference. A bidder who meets state requirements shall be awarded a contract in preference to a non-resident bidder whenever the resident contractor, whose bid is nearest to the low bid of the non-residential contractor, is made lower when multiplied by a factor of .95.

**BID NO. 16-040SC-KM**  
**DISCOUNT FROM LIST FOR RESTROOM ACCESSORIES ON DEMAND AND INSTALLATION**  
**SERVICES**  
**TERMS AND CONDITIONS CONTINUED**

This does not apply when federal funds are being used. Any New Mexico firm claiming preference will insert its residential reference number as issued by the New Mexico Department of Labor in the appropriate space. Provision of the number will be the responsibility of the contractor. Copy must be included in bid submittal.

Any bidder, offeror or contractor who is aggrieved in connection with a procurement action may protest to the Albuquerque Public Schools Procurement Department. The protest shall be submitted in writing within fifteen (15) calendar days after the facts or occurrences giving rise thereto.

Bidders are informed that initial orders must be furnished at prices submitted. Albuquerque Public Schools reserves the right to make award(s) within (90) days after the date of bid opening unless bidder distinctly specifies that acceptance must be within a shorter time.

Time of delivery may be a consideration in bid award(s) and shall be defined as the number of calendar days following receipt of the order, either verbally or in writing until receipt of materials, supplies or services by APS.

**Packing, Shipping and Invoicing**

Bidder agrees to deliver all item(s) inclusive of all cost, insurance, freight, drayage, express or other charges. Title to materials or supplies shall pass directly from bidder to APS at the F.O.B. point shown, subject to the right of APS to reject upon inspection. All bids must be F.O.B. "destination".

The purchase order number, vendor's name and user's name and location shall be shown on each packing and delivery ticket, pack-age, bill of lading and any other correspondence in connection with any shipment. The user's count will be accepted by the Seller as final and conclusive on all shipments not accompanied by a packing list. All invoices shall reference the order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices are required for each shipment.

Bidder shall be paid upon submission of acceptable invoices for materials, supplies or services delivered and accepted. Invoices must be accompanied by transportation receipts or facsimiles, if transportation is payable and charged as a separate item.

**Patent Indemnity**

Seller shall pay all royalty and license fee(s) relating to the item(s) covered hereby. In the event any third party shall claim the manufacture, use and sale of goods covered hereby to be infringement of any copyright, trademark or patent, Seller shall indemnify and hold APS harmless from any cost, expense, damage or loss incurred in any manner by APS because of any such alleges infringement.

**Warranties**

Materials, supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar materials, supplies or services. The rights and remedies provided herein shall extend to APS and are in addition to and do not limit any rights afforded to APS by any other clause of this order. Seller agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

**BID NO. 16-040SC-KM**  
**DISCOUNT FROM LIST FOR RESTROOM ACCESSORIES ON DEMAND AND INSTALLATION**  
**SERVICES**  
**TERMS AND CONDITIONS CONTINUED**

**Inspection**

Materials, supplies or services shall be furnished exactly as specified, free from all defects in workmanship, materials, and design. Final inspection and acceptance will be made at the destination. If, prior to final acceptance, any item(s) or service(s) are found to be defective or not as specified, APS may reject them, require the Seller to correct without charge or require delivery at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such item(s) within a time deemed reasonable by APS, APS may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies or services and, in addition to any other costs for which the Seller may become liable to APS under other provisions in these terms and conditions, shall reimburse APS for all transportation costs, other related costs incurred, or payments to Seller for unaccepted materials, supplies and services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications are in addition to, and do not limit, APS rights provided in this section.

**Assignment**

Neither the order nor any interest therein, nor claim thereunder shall be assigned or transferred by the Seller except as authorized in writing by APS. No assignment or transfer shall relieve the Seller from its obligations and liabilities.

**Non-discrimination**

Sellers doing business with APS must be in compliance with Federal Civil Rights Act of 1964 and Title VII of the Act. Rev. 1979.

**Changes**

APS may make changes within the general scope of this order by giving notice to the Seller and subsequently confirming such changes in writing. If such changes affect the cost and/or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by the Seller shall be recognized without written approval of APS. Any claim of Seller for any adjustment must be made in writing within thirty (30) days from date of receipt by Seller of notification of such change unless APS shall waive this condition. Nothing in this section shall excuse Seller from proceeding with performance of the order as changed hereunder.

**Kickback Statement**

The Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for this violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**Termination**

APS may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. APS shall pay Seller as full compensation for performance until such termination (1) the unit or prorata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by APS with respect to the undelivered or unaccepted portion of the order; provided compensation shall in no event exceed the total order price.

APS may by written notice terminate this order for Seller's default in whole or in part, at anytime, if Seller refuses or fails to comply, with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the item(s) or service(s) or to perform the service(s) within the time specified or any written extension thereof. In such event, APS may purchase or otherwise secure item(s) or service(s) and except as may be otherwise provided, Seller shall be liable to APS for any excess costs occasioned thereby.

**BID NO. 16-040SC-KM**

**DISCOUNT FROM LIST FOR RESTROOM ACCESSORIES ON DEMAND AND INSTALLATION SERVICES**

**TERMS AND CONDITIONS CONTINUED**

If after notice of termination for default, APS determines that the Seller was not in default or that the failure to perform was due to causes beyond the control and without the fault or negligence of the Seller, termination shall be deemed for the convenience of APS, unless APS shall determine that the item(s) or service(s) were obtainable from other sources in sufficient time to meet required delivery schedule.

If APS determines that Seller has been delayed due to causes beyond the control and without the fault and negligence of the Seller, APS may extend the time for completion when promptly applied for in writing by the Seller. If such delay is due to failure of APS, not caused or contributed to by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of order shall be subject to change under the Changes section. Sole remedy of Seller in event of delay by failure of APS to perform shall be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits. 'Seller' is defined as the Seller and his subsuppliers at any tier.

**Contingency**

Seller warrants that no person or selling agency has been employed or retained to solicit or secure this order upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained or utilized by Seller for the purpose of securing business. For violation or breach of this warranty, APS shall have the right to annul this order without liability or, at its discretion, to deduct from this order price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**Other Applicable Laws**

Any provisions required to be included in a contract of this type by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

**Non-Collusion**

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

Signature of Authorized Representative \_\_\_\_\_

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

Type or print name of above \_\_\_\_\_

Resident/Veterans Certification #(If Applicable) \_\_\_\_\_

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_

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

Area Code and Telephone No. \_\_\_\_\_

Area Code and Fax No. \_\_\_\_\_

Federal ID No. \_\_\_\_\_