

REQUEST FOR QUOTATION
THIS IS NOT AN ORDER
RFQ #Q-654 APC Replacement Batteries

COMPLETE AND RETURN BY FAX TO:

Central New Mexico Community College
Purchasing Department, 525 Buena Vista SE
Albuquerque, NM 87106

ATTN: Gil Rivera, Buyer **PHONE:** (505) 224-4549 **FAX:** (505) 224-4548

Questions concerning the requirements of the end user should be directed to Gil Rivera at (505) 224-4549.

Due Date: September 25, 2009 11AM MDT

Freight: FOB DESTINATION

Terms: Net 30 days

**NOTE: THIS RFQ IS INTENDED TO BE USED FOR
PURCHASES NOT TO EXCEED \$20,000.**

CNM requests quotes for the purchase of **APC Replacement Batteries**. All items requested shall be integrated as a system. All prices shall be F.O.B. Destination and include all charges that may be imposed in fulfilling the terms of this agreement. All equipment, labor, materials, freight, handling, insurance, warranty, New Mexico Gross Receipts Tax (applicable to services only), and other associated costs are to be included in the cost quoted. Specifications indicate a minimum standard. Any offer, which proposes like quality, design, or performance, will be considered, providing sufficient descriptive literature, specifications sheets, catalogs, etc. are included to properly evaluate the equivalency. **CNM WILL BE THE SOLE JUDGE OF EQUIVALENCY.** Warranty and Estimated time of delivery must be noted on request for quote and may be a factor in the award of order. CNM reserves the right to award by lot or by item.

Brand name restrictions apply. Original Equipment Manufacturer (OEM) product required. Alternative brand product with "Equal Performance" will NOT be considered for award.

Warranty: Contractor shall, *as a minimum*, extend manufacturer's warranty to CNM.

Quote as follows: All equipment, labor, materials, freight, handling, insurance, warranty, and other associated costs are to be included in the cost quoted. NOTE: This request is for SUPPLIES only; no installation is required.

New Materials Required. All materials and equipment delivered and or installed under this Invitation shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment. Offers with used, refurbished, or gray market products will NOT be considered for award.

CNM reserves the right to award by lot, by item, or for all items, whatever is in the best interest of CNM.

NOTE: This RFQ is available in PDF format and may be downloaded from CNM's Purchasing website or it can be emailed upon request. Please contact the buyer at grivera22@cnm.edu if requesting the RFQ file by email. This RFQ form has user fields that may be completed by using Adobe Acrobat Reader Version 7.0 and higher. Please complete the form using your PC, print, and send the signed version on or before the due date specified.

Brand name restrictions apply. Original Equipment Manufacturer (OEM) product required. Alternative brand product with "Equal Performance" will NOT be considered for award.

New Materials Required. All materials and equipment delivered under this RFQ shall be new and unused, and shall be the standard products of a manufacturer regularly engaged in the production of the materials and equipment. Offers for used, refurbished, or gray market products will NOT be considered for award.

CNM reserves the right to award by lot, by item, or for all items, whatever is in the best interest of CNM.

COMPANY:

Item No.	QTY	U/M	Description	Unit Price	Ext. Price
1.	11	Ea.	<p>P/N RBC27, Replacement Battery Cartridge #27, Maintenance-free sealed Lead-Acid, suspended electrolyte, leak proof, AMERICAN POWER CONVERSION CORP.</p> <p>State Estimated Delivery Date: _____ Days ARO.</p> <p>Manufacturer's Standard Warranty (1 Year, Repair or Replace): <input type="checkbox"/> Yes <input type="checkbox"/> No Check "Yes" or "No" or state Other: _____</p> <p>State brand and model offered: Brand: _____ Model: _____</p>	\$ _____	\$ _____
2.	2	Ea.	<p>P/N RBC57, Replacement Battery Cartridge #57, Maintenance-free sealed Lead-Acid, suspended electrolyte, leak proof, AMERICAN POWER CONVERSION CORP.</p> <p>State Estimated Delivery Date: _____ Days ARO.</p> <p>Manufacturer's Standard Warranty (1 Year, Repair or Replace): <input type="checkbox"/> Yes <input type="checkbox"/> No Check "Yes" or "No" or state Other: _____</p> <p>State brand and model offered: Brand: _____ Model: _____</p>	\$ _____	\$ _____

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New Materials Required. All materials and equipment delivered under this RFQ shall be new and unused, and shall be the standard products of a manufacturer regularly engaged in the production of the materials and equipment. Offers for used, refurbished, or gray market products will NOT be considered for award.

CNM reserves the right to award by lot, by item, or for all items, whatever is in the best interest of CNM.

COMPANY:

Item No.	QTY	U/M	Description	Unit Price	Ext. Price
3.	25	Ea.	<p>P/N SYBT2, Symmetra RM 2-6kVA Battery Module, Maintenance-free sealed Lead-Acid, suspended electrolyte, leak proof, AMERICAN POWER CONVERSION CORP.</p> <p>State Estimated Delivery Date: _____ Days ARO.</p> <p>Manufacturer's Standard Warranty (2 Years, Repair or Replace): <input type="checkbox"/> Yes <input type="checkbox"/> No Check "Yes" or "No" or state Other: _____</p> <p>State brand and model offered:</p> <p>Brand: _____</p> <p>Model: _____</p>	\$ _____	\$ _____
4.	3	Ea.	<p>P/N SYBT3, Symmetra RM 8-12kVA Battery Module, Maintenance-free sealed Lead-Acid, suspended electrolyte, leak proof, AMERICAN POWER CONVERSION CORP.</p> <p>State Estimated Delivery Date: _____ Days ARO.</p> <p>Manufacturer's Standard Warranty (2 Years, Repair or Replace): <input type="checkbox"/> Yes <input type="checkbox"/> No Check "Yes" or "No" or state Other: _____</p> <p>State brand and model offered:</p> <p>Brand: _____</p> <p>Model: _____</p>	\$ _____	\$ _____

Brand name restrictions apply. Original Equipment Manufacturer (OEM) product required. Alternative brand product with "Equal Performance" will NOT be considered for award.

New Materials Required. All materials and equipment delivered under this RFQ shall be new and unused, and shall be the standard products of a manufacturer regularly engaged in the production of the materials and equipment. Offers for used, refurbished, or gray market products will NOT be considered for award.

CNM reserves the right to award by lot, by item, or for all items, whatever is in the best interest of CNM.

COMPANY:

Item No.	QTY	U/M	Description	Unit Price	Ext. Price
5.	1	Ea.	<p>P/N SYBT5, Symmetra LX Battery Module, Maintenance-free sealed Lead-Acid, suspended electrolyte, leak proof, AMERICAN POWER CONVERSION CORP.</p> <p>State Estimated Delivery Date: _____ Days ARO.</p> <p>Manufacturer's Standard Warranty (2 Years, Repair or Replace): <input type="checkbox"/> Yes <input type="checkbox"/> No Check "Yes" or "No" or state Other: _____</p> <p>State brand and model offered: Brand: _____ Model: _____</p>	\$ _____	\$ _____
6.	1	Ea.	<p>P/N SYBTU1-PLP, SymMetra PX Battery Unit, Maintenance-free sealed Lead-Acid, suspended electrolyte, leak proof, AMERICAN POWER CONVERSION CORP.</p> <p>State Estimated Delivery Date: _____ Days ARO.</p> <p>Manufacturer's Standard Warranty (1 Year, Repair or Replace): <input type="checkbox"/> Yes <input type="checkbox"/> No Check "Yes" or "No" or state Other: _____</p> <p>State brand and model offered: Brand: _____ Model: _____</p>	\$ _____	\$ _____

Total Bid Amount, FOB DESTINATION:

\$ _____

PAYMENT TERM DISCOUNTS OFFERED:

CNMI will take advantage of payment term discounts offered whenever possible; however, payment discounts will not be used as a means to determine the lowest responsible bidder.

CNM Purchase Order Terms & Conditions are attached and will apply to any orders issued as a result of this request.

Quote should be valid for 60 days

Quote Offered By:

Signature:	Phone:
Printed Name:	Fax:
Title:	Email:
Company:	
Address:	
City, State, Zip:	

Central New Mexico Community College

GENERAL TERMS AND CONDITIONS

1. **Inspection and Audit.** a. CNM may inspect, at any reasonable time, any part of Seller's plant or place of business which is related to performance of this Purchase Order. Acceptance of delivery shall not be considered acceptance of the materials, supplies or services furnished. Final inspection of product and services will be made at the destination. Any testing or inspection procedures required by the specification are in addition to CNM's rights under this paragraph.

b. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. Contractor shall maintain detailed records of all materials or supplies delivered to CNM under this Purchase Order, including serial numbers and other appropriate identifiers. These records shall be subject to internal and external audit. CNM shall have the right to audit billings both before and after payment. Payment under the resultant Agreement shall not preclude CNM from recovering excessive, erroneous or illegal payments previously made to the Contractor.

2. **Warranties.** Seller warrants the materials, supplies or services furnished to be exactly as specified in this order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties, express and implied, are incorporated herein.

3. **Acceptance and Rejection.** If prior to final acceptance, any materials, supplies or service are found to be defective or not as specified, or, if CNM is entitled to revoke acceptance of them, CNM may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require delivery at an equitable reduction in price at CNM's option. Seller shall reimburse CNM for all incidental and consequential costs related to unaccepted materials, supplies or service. Notwithstanding final acceptance and payment. Seller shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of performance shall not waive CNM's right to claim damages for breach.

4. **Assignment.** This order is assignable by CNM. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of CNM.

5. **Changes.** CNM's Purchasing department may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without prior written approval of CNM's Purchasing department. Any claim of Seller for an adjustment under this paragraph must be made in writing within thirty (30) days from the date of receipt of Seller of notification of such change, unless CNM waives this condition. Nothing in this paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.

6. **Termination and Delays.** CNM, by written notice stating the extent and effective date may terminate this order for convenience in whole or in part, at any time. CNM shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount to be approved by CNM, and not otherwise recoverable from other sources by Seller, with respect to the undelivered or unaccepted portion of this order. Provided, however, compensation hereunder shall in no event exceed the total order price. Such amount will be limited to Seller's actual cost and may not include anticipated profits.

CNM may terminate this order by written notice in whole or in part for Seller's default if Seller refuses or fails to comply with the provision of this order, or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event, CNM may otherwise secure the materials, supplies or services ordered, and Seller shall be liable for damages suffered by CNM, including incidental and consequential damages.

If, after notice of termination, CNM determines Seller was not in default, or if Seller's default is due to failure of CNM, termination shall be deemed for the convenience of CNM.

The rights and remedies of CNM provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

As used in this paragraph, the word "Seller" includes Seller and its suppliers at any tier.

7. **Equal Employment Opportunity.** Contractor shall not discriminate with regard to hiring, termination or other incidents of employment on the basis of race, sex, national origin, religion, age or handicap.

8. **Indemnification and Insurance** Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performance of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of CNM. In any event, CNM's liability shall be subject to the limitations of the New Mexico Tort Claims Act. Seller shall indemnify and hold harmless CNM, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorneys fees, in connection with or resulting from such suit or action.

Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order.

9. **Patent and Copyright Indemnity.** Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use, or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall indemnify and hold CNM harmless from any cost, expense, damage, or loss resulting therefrom.

10. **Discounts.** Any discount time will not begin until the materials, supplies, or services have been received and accepted and correct invoice received by CNM's Purchasing Department. In the event testing is required, the discount time shall begin upon the completion of the tests.

11. **Penalties.** The Procurement Code, Section 13-1-28 et seq., imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

12. **Title and Delivery.** Title to the materials and supplies passed hereunder shall pass to CNM at the F.O.B. point specified subject to the right of CNM to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval from CNM's Purchasing Department. Time is of the essence and the order is subject to termination for failure to deliver on time.

13. **Payment Charges.** Late payment charges shall be paid in the amount and under the conditions stated in Section 13-1-158, NMSA 1978.

14. **Other Applicable Laws.** Any provision required to be included in a contract of this type by any applicable and valid Executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

15. **OSHA Regulations.** The contractor shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board Occupational Health and Safety regulations that apply to the work performed under this Invitation. ALL PRODUCTS CONTAINING HAZARDOUS SUBSTANCES MUST BE PROPERLY LABELED AND ACCOMPANIED BY MATERIAL SAFETY DATA SHEETS. The contractor shall defend, indemnify and hold CNM free and harmless against any and all claims, loss, liability and expense resulting from any alleged violations of said regulations including but not limited to fines, penalties, judgments, court costs and attorney fees.

16. **Debarment/Suspension.** In performing the services and/or furnishing the goods specified within this purchase order, the vendor/contractor certifies that it is not suspended, debarred or declared ineligible from entering into contracts with the Executive Branch of the Federal Government, any State agency or local public body; nor is in receipt of a notice of proposed debarment or suspension from the Executive Branch of the federal Government, any State agency or local public body.

SECTION 2 GOVERNMENT SUBCONTRACT PROVISIONS

If this order is subcontract under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part of, the terms and conditions of this order. In the event of any conflict between the terms and condition of Section 2 and any other provisions of this order the terms and conditions of Section 2 shall prevail. The clauses contained in the following paragraphs of the Federal Acquisition Regulations are incorporated herein by reference. For purposes of this Purchase Order, in the following clauses, the term "contract" shall mean "this order", the term "contractor" shall mean "Seller" and the term "Government" and "Contracting Officer" shall mean "CNM" and the "Director of Purchasing," respectively.

The following provisions of the Federal Acquisition Regulations (FAR) apply regardless of the amount of this order:

* Anti-kickback Procedures:	52.203-7
Buy American Act	52.225-1
* Contract Work Hours and Safety Standards Act-Overtime Comp.	52.222-4
* Equal Employment Opportunity	52.222-26
Notice to the Government of Labor Disputes	52.222-1
Preference for U.S. Flag Air Carriers (For internal air travel)	52.247-63
Restriction on Subcontractor Sales to the Government	52.203-6
Service Contract Act of 1965 (Reserved)	52.222-41
* Termination for Convenience of Government (Education and other Nonprofit Institutions)	52.249-5(a)(f)

CNM reserves all administrative, contractual, and legal remedies against Seller in case of any breaches of the contract.

* On contracts funded by federal grants, only the Special Terms and Conditions clauses identified by the asterisk (*) are incorporated into this contract.