



BERNALILLO PUBLIC SCHOOLS INVITATION TO BID

BID # 2019-069-004

**BID TITLE: White Copy Paper by the Truckload
COMMODITY CODE (NIGP): 64533; 64633**

BID Schedule

Action	Date & Time
BID Issued	03/11/2019
Pre-Bid Meeting	N/A
Pre-Bid Location	N/A
Deadline for Questions	03/18/2019 @ 5:00pm (local time)
BID Due Date and Time	03/29/2019 @ 11:00am (local time)
<i>Bids must be received by the due date and time. No late Bids will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp imprint from the BPS Procurement bid clock.</i>	
Evaluation of Bids	TBD
Contract Negotiations	TBD

Purchasing Contact Information

Name	Krystal Nicole Marquez
Title	Purchasing Specialist/CPO
Phone Number	505/404-5750
E-Mail	kmarquez@bps.k12.nm.us
<i>Any inquiries or requests regarding clarification of this BID document shall be submitted to the Purchasing Specialist in writing. Proposers may contact ONLY the Purchasing Specialist regarding the terminology stated in the procurement documents.</i>	

BID Submittal Location

Physical Address

Bernalillo Public Schools
Finance Department
Attention: Krystal Nicole Marquez
560 S. Camino del Pueblo
Bernalillo, NM 87004

The outermost envelope of your Bid shall be clearly labeled with the following: Proposers' business name, BID number and BID title, and opening date & time. Please note: if you put your sealed bid inside of a FedEx, UPS, etc. envelope, all of this information must be clearly written on that outer envelope as well.

BID Term

Bernalillo Public Schools reserves the right to enter into a one (1) year contract with the awarded Bidder.

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INSTRUCTIONS FOR BIDDERS

1. **READ ALL DOCUMENTS.** Bidders must familiarize themselves with all documents contained herein; it is mandatory that all submitted Bids be in compliance with all the provisions contained in the Invitation to Bid. No claim shall be made nor will one be allowed for Bidder negligence, misunderstanding, or error in this regard.

The submission of a Bid constitutes a representation by the Bidder that the Bidder has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in their Bid. By responding to this BID, Bidders acknowledge and agree to the terms and conditions set forth in this BID.

Bidders should promptly notify the Purchasing Specialist 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.

Bidders may contact ONLY the Purchasing Specialist regarding the terminology stated in the procurement documents. Other BPS employees do not have the authority to respond on behalf of BPS. Any contact with a district department or employee regarding this BID may automatically result in a rejection of any Bid. Any other communication will be considered unofficial and non-binding. Communication directed to parties other than the Purchasing Specialist will have no legal bearing on this BID or the resulting contract(s).

No Addendum will be issued later than FIVE (5) days prior to the date for receipt of Bids, except an Addendum withdrawing the BID or one which extends the date for receipt of Bids.

2. **ELECTRONIC BID DOCUMENTS.** This BID is being made available by electronic means. In the event of a conflict between a version of the BID in the Bidder's possession and the version maintained by BPS, the Bidder acknowledges that the version maintained by BPS shall govern.
3. **FORMS AND ATTACHMENTS.** It is the responsibility of every Bidder to ensure they have downloaded the latest version of each BID, including any addendum(s) which may have been issued and posted on the BPS Purchasing Webpage. Bidders should revisit the webpage prior to the due date before submitting their Bid. All addendums must be acknowledged in the submitted Bid.

Proposer shall submit one (1) original Bid, three (3) identical copies and one (1) identical electronic copy. Electronic copy is not email; please provide a USB Drive loaded with your Bid documents. Fax copies are not accepted.

4. **CORRECTIONS.** Corrections shall be initialed in ink by the person signing the Bid.

Bidders will be allowed to withdraw their Bids at any time prior to the deadline for receipt of Bids. The Bidder must submit a written withdrawal request to withdraw their Bid. The approval or denial of withdrawal requests received after the deadline for receipt of the Bids is governed by the applicable procurement regulations.

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 Submittal Letter. District personnel may not collate or assemble Bid materials for the Bidder.

The District reserves the right to add to or delete from the Scope of Work set forth in this BID.

5. **PRICE IS ALL INCLUSIVE.** The Bid price shall be a delivered price. All materials shall be shipped F.O.B. Destination as specified in the BID.

All costs incurred by a Bidder in connection with responding to this BID, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the District will be borne by the Bidder.

6. **BRAND NAMES.** Where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. If a vendor proposes an “equal” to scope of work/specifications, BPS 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.

7. **BID PRICING DURATION.** Responses, including Bid prices, will be considered firm for ninety (90) days after the due date of the Bids.

8. **PRICE DISCRPANCY.** 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 information quotation, you must participate in this Bid to be considered for an award.

If a Bidder offers more than one brand or price per item, BPS shall evaluate bids and award the products that are in the District’s best interest with regards to pricing and quality.

Bidders offering other than specified goods must submit illustrated literature and complete product data for evaluation purposes.

9. **EXPLANATIONS, EXCEPTIONS.** Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted Bid and unless otherwise stated, specifications attached are the minimum requirements. Minor deviations to the specifications as listed, may be considered.

The Purchasing Specialist, 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.

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.

10. **AWARD CRITERIA.** The Bid will be awarded to the lowest responsible and responsive Bidder that meets or exceeds the specifications/scope of work outlined in the Bid documents. Bernalillo Public Schools reserves the right to be the sole judge to determine “meets or exceeds”.

Bernalillo 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 interest of Bernalillo 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.

If this Bid results in a non-exclusive contract, more than one award may be made. No commitment is made by the District as to quantity and frequency of purchase. Bernalillo 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.

In the event BPS receives comparable pricing structures and list prices in the same category, then BPS may choose to (1) award to the vendor who submits the more comprehensive price list or (2) make multiple awards in that category.

11. **PREFERENCES.** 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.

12. **TIMELY SUBMISSIONS.** Bids must be submitted by the due date and time. Bernalillo Public Schools does not accept Bids electronically, by fax, or email. Bids must be submitted as a hardcopy with original signatures. Any and all Bids not received by the submission date and time shall be rejected.

BPS 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.

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. Any and all Bids not received by the Bid submission due date and time shall be rejected. No late bids will be accepted under any circumstances, not even if the delivery company is late. It is recommended to send your bid early.

13. **BID CANCELLATION OR REJECTION.** This BID may be canceled or Bids may be rejected in whole or in part when it is in the best interest of Bernalillo Public Schools.

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.

14. **BID OPENING.** The contents of the Bid will be available to the public at Bid opening. The Purchasing Specialist will not disclose or make public any pages of a Bid on which the Bidder has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the Bid in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Bidder's organization and data that qualifies as trade secret in accordance with the Uniform Trade Secrets Act, 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.

15. **NEGOTIATIONS.** BPS 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.

16. **MULTI-AWARD.** The District reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with 13-1-153 NMSA.

17. **AFTER AWARD.** 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.

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 BPS.

This procurement in no manner obligates Bernalillo Public Schools until a valid signed Price Agreement, Contract, or valid Purchase Order is executed.

Any resulting purchases under this Bid will be made by Bernalillo Public Schools purchase order. Quotes provided to Bernalillo Public Schools will be quoted as provided on the Invitation to Bid and will reference the contract number so verification of pricing can be made.

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

“Agency” shall mean Bernalillo Public Schools (BPS)

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

“Contractor” shall mean the successful bidder

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS

1. **TERM:** BPS reserves to right to procure the services/goods as described in this BID and enter into a contract as described on BID front cover.
2. **REQUEST(S) NOT DEFINED IN SCOPE OF WORK:** Successful Bidder shall be held responsible to NOT fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, the successful Bidder has the responsibility of calling such violations to the attention of the BPS Chief Procurement Officer/Purchasing Specialist.
3. **MINIMUM AMOUNT:** Bernalillo Public Schools does not guarantee a minimum amount of purchases in conjunction with award of this Invitation to Bids.
4. **PRICING ESCALATION:** Price escalation will be considered only at yearly observance of award (anniversary month) 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.

Submission of a Pricing Escalation Request does not guarantee acceptance. The Chief Procurement Officer must approve the Pricing Escalation prior to it taking effect.
5. **TAXES:** BPS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.
6. **NON-APPROPRIATION:** 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 Contractor. 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 the Bernalillo Public School District 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, BPS may without cause and without prejudice to any other right or remedy of BPS, 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 their fault or negligence, or that of any of their employees, agents or subcontractors. They shall save and hold harmless Bernalillo 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 Bidder's operation shall be repaired and/or restored to their original condition at the Bidder's expense.

10. **INSURANCE (If Applicable):** The successful proposer shall purchase and maintain statutory limits of Worker's Compensation, Public Liability and Automobile Liability insurance approved by BPS at the time of contract award. Bernalillo 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:

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

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

NOTE: Certificate holder shall be: Board of Education
Bernalillo Public Schools

Certificate of Insurance forwarded to: Bernalillo Public Schools – Purchasing Specialist
560 S. Camino del Pueblo
Bernalillo, New Mexico 87004

12. **AUDIT:** The District reserves the right to audit the successful Bidder'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.
13. **INDEPENDENT CONTRACTOR:** The successful Bidder is an independent contractor performing services for the District. The successful Bidder shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the District as a result of this procurement.
14. **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 bidder and the contracting entity with no obligation by Bernalillo Public Schools
15. **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.
16. **CONFLICT OF INTEREST:** By submitting a Bid, the bidder certifies that no relationship exists between the bidder and the District that interferes with fair competition or is a conflict of interest; and no relationship exists between such bidder and another person or firm that constitutes a conflict of interest that is adverse to the District.
17. **NON-DISCLOSURE:** The Bidder shall not disclose any information relating to students, and employees of BPS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless BPS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.
18. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this Bid shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
19. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (District's designated address).
20. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by BPS. If delay in delivery is foreseen, Seller must notify the BPS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.
21. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.
22. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that are goods/services are conforming and fails to make an effective rejection.
23. **BUYERS REVOCATION OF ACCEPTANCE:** 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.

25. **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
26. **ASSIGNMENTS:** The awarded Contractor shall not assign nor delegate specific duties as part of this BID nor transfer any interest nor assign any claims for money due or to become due under this BID without the written consent of BPS.
27. **PAYMENT:** Any invoice received and payment made shall be subject to District's terms and conditions (NET 30) unless specifically waived by District in a separate written document and not this BID or any response.

PROTESTS

1. Any Bidder 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, Bernalillo, New Mexico
2. 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).
3. The Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Bidder 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).
4. The Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall:
 - A. State the reasons for the action taken; and
 - B. Inform the protestant of the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.
5. A copy of the determination issued under 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Bidders involved in the procurement (13-1-176 NMSA 19

SPECIFICATIONS

SPECIFICATIONS

Bernalillo Public Schools (BPS) is seeking responses to this Invitation to Bids (BID) from qualified, experienced vendors with the expertise and resources to provide **WHITE COPY PAPER BY THE TRUCKLOAD**.

The White Copy Paper requested must meet the following minimum specifications:

- Quantity: 1 Truckload of White Copy Paper
- Color: White
- Size: 8 ½” x 11” (Letter Size)
- Weight: 20 Lb.
- Brightness: at least 92 Brightness using the TAPPI Brightness Scale
- Purpose/Type: Copy & Multipurpose Paper for use in Copiers, Fax, Laser and Ink Jet Printers, Duplicators, etc.
- Sheets/Ream: 500 Sheets/Ream
- Reams/Case: 10 Reams/Case
- Packaging: Paper shall be delivered in cases as described above and must be palletized. Cases must contain reams of paper sealed in protective wrap suitable for low moisture conditions.
- Pallet Instructions: Pallets shall carry 40 cases and must be secured. Any pallets that cannot stand on their own and allow for stacking and proper storage in the Warehouse will not be accepted and must be replaced/re-shipped at Bidder’s expense.
- Delivery Preference: Delivery of White Copy Paper is preferred by July 31st, 2019.
- Other: Paper shall not be hole punched, colored, etc.

Delivery: Paper is to be delivered in 1 delivery to the BPS Warehouse located at 148 Spartan Alley, Gate D, Bernalillo, NM 87004. Warehouse Contact: Damian Madrid 505/404-5749 or dmadrid@bps.k12.nm.us.

Purchase Orders: Upon award, BPS will place the order via a Purchase Order sent directly to the vendor’s contacts listed on the Submittal Letter. No orders are to be accepted from schools or departments under any circumstances. This bid is for 1 truckload of paper delivered to the warehouse only.

Invoicing: An itemized invoice, clearly referencing the appropriate Purchase Order number shall be submitted to the BPS Warehouse after delivery. BPS payment terms are NET30.

BID CHECKLIST

Please submit your completed Bid, including the following items. Note that the requested information is mandatory and **failure to submit these items with your response may deem it non-responsive and may be disqualified.**

Ensure the following BID information is clearly labeled on the **very outer envelope (please note: if you put your sealed Bid inside of a FedEx, UPS, etc. envelope, all of this information must be written on that outer envelope as well)** of your **sealed Bid**: Bidder's Business Name, Bid Number & Title, Opening Date & Time, Proper Delivery Address (see cover page).

By the date and time of Submission, Bidder shall submit one (1) original copy, three (3) identical printed copies, and one (1) identical electronic copy of each of the following documents:

- ___ Letter of Submittal
- ___ Bid Pricing Form
- ___ Compliance (to include the following):
 - ___ Resident Contractor (or Veteran Resident Contractor) Preference Certificate
 - ___ Campaign Contribution Disclosure Form
 - ___ Conflict of Interest and Debarment/Suspension Certification Form
 - ___ BPS Substitute W-9 Form

ATTACHMENTS

LETTER OF SUBMITTAL FORM

Submit with your Bid

Items one (1) to four (4) each **MUST** have a response, failure to respond to all four items **WILL** result in the disqualification of your Bid.

1. Identity (Name) and Mailing Address of the submitting organization:

2. For the Person authorized by the organization to contractually obligate the organization:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

- On behalf of the submitting organization named in item one (1) above, I accept the Terms and Conditions Governing the Procurement.
- I agree that submission of our Bid constitutes acceptance of the Evaluation Factors contained in this BID.
- I acknowledge receipt of any and all amendments of this BID.



Authorized Signature and Date (**Must be signed** by the person identified in Item #2, above.)

COMPLIANCE

(REQUIRED LEGAL FORMS)

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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 Bid 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 Bid or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Bid.

“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.

“Pendency of the procurement process” means the time period commencing with the public notice of the Invitation to Bids and ending with the award of the contract or the cancellation of the Invitation to Bids.

“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 Bid process set forth in the Procurement Code or is not required to submit a competitive sealed Bid 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) _____

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)

Company Name



CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

CONFLICT OF INTEREST

As utilized herein, the term "Vendor" shall mean that entity submitting a Bid to Bernalillo Public Schools in response to the above referenced bids/Invitation to Bids.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:

No employee or board member of Bernalillo 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 Bernalillo 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 Bid 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 Bernalillo 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 Bernalillo 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 Bid 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: _____

BERNALILLO PUBLIC SCHOOLS

Substitute W-9 VENDOR INFORMATION FORM

Do Not Send to IRS

Vendor Information / Update, Taxpayer Identification Number, Certification

A PURCHASE ORDER TO ALL VENDORS IS REQUIRED PRIOR TO ORDERING GOODS OR SERVICES

TYPE OR PRINT LEGIBLY, CHECK THE APPROPRIATE BOX(S) BELOW. PLEASE REFER TO INSTRUCTIONS FOR MORE INFORMATION

<input type="checkbox"/> New Vendor Request (Fill section 1,2,3,5,7,8,9,10,11,12,13) <input type="checkbox"/> Add Remittance Address (Fill section 1,2,3,8,9,10,11,12,13) <input type="checkbox"/> Add DBA / Trade Name (Fill section 1,2,3,6,9,10,11,12,13)	<input type="checkbox"/> Change DBA / Trade Name (Fill section 1,2,3,6,9,10,11,12,13) <input type="checkbox"/> Change Primary Address (Fill section 1,2,3,7,9,10,11,12,13) <input type="checkbox"/> Change Remittance Address (Fill section 1,2,3,8,9,10,11,12,13)
1) Taxpayer Identification Number (TIN# - 9 digits) _____ <input type="checkbox"/> SSN <input type="checkbox"/> FEIN	2) NM CRS ID# Optional (11-digits) _____ - _____ - 00 - _____
3) Current Legal Name as registered with IRS or SSA _____	4) New Legal Name as registered with IRS or SSA _____
5) Current DBA / Trade Name Enter doing business as (DBA) If different from above. _____	6) New - Add DBA / Trade Name _____
7) Primary Address Official Address where correspondence, purchase orders or 1099's should be sent <input type="checkbox"/> Change Address 1 _____ Address 2 _____ City _____ State _____ Zip _____ Phone _____ Fax _____ Website _____	8) Remittance Address <input type="checkbox"/> Same as Primary <input type="checkbox"/> Change Additional address to mail payments Address 1 _____ Address 2 _____ City _____ State _____ Zip _____ Phone _____ Fax _____ Website _____
9) Entity Designation (check only one) REQUIRED <input type="checkbox"/> Individual / Sole Proprietorship or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> S Corporation <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited Liability Company. Enter the tax classification (C=C Corporation, S=S corporation, P=Partnership) _____ NOTE: For a single-member LLC that is not disregarded, do not check LLC, check the appropriate box in the line above for the tax classification of the single-member owner <input type="checkbox"/> Exempt Payee Code (if any) <input type="checkbox"/> Exempt FATCA Code (if any)	10) Category: Type of business/company _____ _____ _____ Type of goods or services _____ _____ _____ _____
11) CERTIFICATION: Under penalties of perjury, I certify that: 1 The number shown on this form is my correct tax payer identification number (or I am waiting for a number to be issued to me), AND 2 I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, AND 3 I am a U.S. Citizen or other U.S. person. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding	
12) Printed Name: _____ Printed Title: _____ Signature _____ E-Mail _____ Name of Contact Person _____ Date mmdyyy: _____	
<i>THIS FORM MUST BE COMPLETED TO BE ENTERED AS A VENDOR form must be signed (not typed) and current date</i>	
Please return by mail, fax or e-mail to: mail to: Bernalillo Public Schools 13) * DO YOU ACCEPT PURCHASE ORDERS Yes <input type="checkbox"/> No <input type="checkbox"/> 560 S. Camino del Pueblo Bernalillo, NM 87004 Fax to: (505) 867-7850 E-Mail to: kmarquez@bps.k12.nm.us	
BPS REQUESTOR - PLEASE COMPLETE THIS PORTION Department/Site _____ Requestor's Name _____ Vendor: iVisions <input type="checkbox"/> + Activity Fund <input type="checkbox"/>	

INSTRUCTIONS FOR COMPLETING THIS FORM

This form substitutes for the IRS W-9 form. It has been combined to incorporate the vendor information needed to enter a vendor into BPS database. Complete this form if you will receive payment from Bernalillo Public Schools and/or you are a vendor who provides goods and services to Bernalillo Public Schools. To comply with the Internal Revenue Service (IRS) regulations regarding 1099 reporting, Bernalillo Public Schools is required to collect the following information to be completed on the Substitute W-9 form. The information collected on this form will allow Bernalillo Public Schools to confirm that our records contain the official name of your business, the Tax Identification Number (TIN) that the IRS has on file for your business and business type.

*** If the pending vendor does not accept purchase orders, the pending vendor will not be added to the system.**

If additional addresses are required for ordering and/or remittance purposes, please attach the listing with the tax identification number on each additional page to this document.

Check the appropriate box(s) that this form is to be utilized and fill in the corresponding section(s) indicated next to the box(s) checked.

- 1) **Taxpayer Identification Number TIN#** is always a 9-digit number. Provide the Social Security Number assigned by the social Security Administration (SSA) or the Federal Employer Identification Number (FEIN) assigned to the business or the other entity by the Internal Revenue Service (IRS). Check the appropriate box to indicate if you are providing and SSN or FEIN.
- 2) **NM CRS ID#** (optional) is always an 11-digit number that is provided by the New Mexico Taxation and Revenue Department.
- 3) **Current Legal Name** When changing name, enter the current legal name. As registered with the IRS or Social Security Administration.
- 4) **New Legal Name** Enter the new legal name. As registered with the IRS or Social Security Administration.
- 5) **Current DBA / Trade Name** Individual leave blank. Sole Proprietorships: Enter DBA (doing business as) name. All others: Complete only if business name is different than Legal Name.
- 6) **New - Add DBA / Trade Name** Enter the name of the new or additional doing business as.
- 7) **Primary Address** Where correspondent, purchase order(S) OR 1099's should be sent. If primary has changed check the box that indicates "CHANGE."
- 8) **Remittance Address** Where payment(s) should be sent if different from primary address. If address has changed check the box that indicates "CHANGE."
- 9) **Entity Designation** Check One box which describes business entity. For LLC entities, you **must check** the type of LLC.
Exempt payee code. *Generally, individuals (including sole proprietors) are not exempt from backup withholding. *Except as provided below, Corporations are exempt from backup withholding for certain payments, such as interest and dividends. *Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions. *Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099 Misc.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 49

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

NOTE: You may wish to consult with the financial institute requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

- 10) **Category** Specify the type of operating business. Specify the type of goods or services being provided.
- 11) **Certification** By signing this document you are certifying that all information provided is accurate and complete. The person signing this document should be the partner in the partnership, an officer of the corporation, the individual or sole proprietor note under legal name above for which the vendor account is established. This form must be signed and dated (current date). If the document is not signed or dated, vendor will not be approved.

Privacy Act Notice. Section 6109 requires you to furnish your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and other certain income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to an IRA. The IRS uses the TIN for identification purposes and to help verify the accuracy of your tax return. You must provide the TIN whether or not you are required to file a tax return. Payers must generally withhold a percentage as determined by the IRS of taxable interest, dividend, and certain other payments to a payee who does not furnish a TIN to a payer. Certain penalties may apply.

Penalties. If you fail to furnish your correct Taxpayer Identification Number (TIN) to a requester, you are subject to an IRS penalty of \$50 for each failure unless your failure is due to a reasonable cause and not to willful neglect. If you make a false statement without a reasonable basis that results in no backup withholding, you are subject to an IRS penalty of \$500. Willfully falsifying certification or affirmation may subject you to criminal penalties including fines and/or imprisonment. If the requestor discloses or uses TINS in violation of Federal Law, the requester may be subject to civil penalties and imprisonment.