



# BERNALILLO PUBLIC SCHOOLS INVITATION TO BID

**BID # 2024-061-04**

**BID TITLE: Custodial Supplies On Demand**  
**COMMODITY CODE (NIGP): 48565**

## BID Schedule

Action	Date & Time
BID Issued	10/17/2024
Pre-Bid Meeting	N/A
Pre-Bid Location	N/A
Deadline for Questions	10/29/2024 @ 5:00pm (local time)
BID Due Date and Time	11/12/2024 @ 11:00am (local time)
<b><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></b>	
Evaluation of Bids	TBD
Contract Negotiations	TBD

## Purchasing Contact Information

<b>Name</b>	Eric W. James
<b>Title</b>	Deputy Superintendent of Business and Operations
<b>Phone Number</b>	505-404-5717 or 505-947-2504
<b>E-Mail</b>	ejames@bernalillops.org
<b><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></b>	

## BID Submittal Location

Physical Address
Bernalillo Public Schools Finance Department Attention: Eric James 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, not to exceed (4) four year, indefinite quantity contract with the awarded Bidder (s).

## SUBMISSION COVER SHEET (**REQUIRED: Submit with your bid.**)

**BIDDER ACKNOWLEDGEMENT:** By responding to this Bid, the undersigned Bidder (1) acknowledges that he or she agrees to the terms and conditions set forth in this Bid; (2) certifies that the Bidder has not, either directly or indirectly, entered into action in restraint of full competition in connection with the bid submitted to the District; and (3) agrees to furnish the materials, supplies or services as required within the time specified under the conditions imposed at the price indicated.

Signature of Authorized Representative: \_\_\_\_\_ Type or print

Name of above: \_\_\_\_\_ Address 1: \_\_\_\_\_

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

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

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

### Contact information for Sales Department:

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

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

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

### Contact information for POs/Invoicing/Etc.:

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

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

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

**\*\*\* IF ANY OF THIS CONTACT INFORMATION CHANGES, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY BPS PROCUREMENT. \*\*\***

## BID SUBMITTAL REQUIREMENTS AND CHECKLIST

Please submit your completed bid, including the following items. Note that the requested information is mandatory and **failure to submit these items with your response may deem it non-responsive and may be disqualified**. Submittals must be in the following order and all items must be included in your response to this bid.

### SUBMITTALS:

- ☐ Submission Cover Sheet, **Completed and SIGNED \*\*\*REQUIRED\*\*\***
- ☐ **Mandatory Requirements \*\*REQUIRED\*\*\*\***
- ☐ BID PRICE FORM **\*\*\*REQUIRED\*\*\***
- ☐ Specification Exception Form, **Completed \*\*\*REQUIRED\*\*\***
- ☐ Conflict of Interest and Debarment/Suspension Form, **Completed and SIGNED \*\*\*REQUIRED\*\*\***
- ☐ Campaign Contributions Disclosure Form (see Compliance section) **Completed and SIGNED \*\*\*REQUIRED\*\*\***
- ☐ Resident Contractor (or Veteran Resident Contractor) Preference Certificate (if applicable)  
Obtain more information:  
<http://tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx> **and**  
<https://www.generalservices.state.nm.us/statepurchasing/vendorpreferencelist.aspx>
- ☐ Addendums (if applicable) – **BEFORE** submitting your bid, please check for addendums here:
- ☐ Submit Bid to Bernalillo Public Schools, 560 S. Camino del Pueblo, Bernalillo NM 87004

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BID PRICE FORM – See Attachment A

# **INSTRUCTIONS FOR ALL BIDDERS**

1. **READ ALL DOCUMENTS:** Bidders must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Invitation to Bid. Bidders should promptly notify the buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the BID.
2. **OFFICIAL CONTACT:** Bidders may contact ONLY the Buyer regarding the terminology stated in the procurement documents. Other BPS employees do not have the authority to respond on behalf of BPS. Bidders **MAY NOT** contact other District departments or employees. Any contact with a district department or employee may result in rejection of any bid.

Any other communication will be considered unofficial and non-binding. Communication directed to parties other than the buyer will have no legal bearing on this BID or the resulting contract(s). Any response made by the District will be provided in writing to all Bidders by addendum, no verbal responses shall be authoritative.

3. **TIMELY SUBMISSION:** Bids must be submitted by the due date and time via mail or carrier as stated on cover page. Any and all Bids not received by the submission date and time shall be rejected. No late bids will be accepted under any circumstances. It is recommended to submit the bid in early.
4. **BIDDER ACKNOWLEDGMENT:** By responding to the bid, Bidders acknowledge and agrees to the terms and conditions set form in bid. The submission of a bid constitutes a representation by the Bidder that the Bidder has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in his bid. All costs incurred by a Bidder in connection with responding to this bid, the selection process undertaken in connection with this bid, and any negotiations with BPS will be borne solely by the Bidder.
5. **ELECTRONIC BID DOCUMENTS:** This bid is being made available by electronic means. In the event of conflict between a version of the bid in the Bidder's possession and the version maintained by BPS, the Bidder acknowledges that the version maintained by BPS on the BPS Procurement website shall govern.
6. **FORMS AND ATTACHMENTS:** It is the responsibility of every Bidder to ensure they have downloaded the latest version of each bid, including any addendum(s) which may have been issued and posted on the BPS Procurement Department Website. Bidders should revisit the website.
7. **ADDENDUM(S):** No Addendum will be issued later than FIVE (5) days prior to the date for receipt of bids, except an Addendum withdrawing the bid or one which extends the date for receipt of bids.
8. **CORRECTION OR WITHDRAWAL OF BIDS:** Pursuant to NMSA 13-1-106, a bid containing a mistake discovered before bid opening may be modified or withdrawn by bidder prior to the time set for bid opening by delivering written notice to the location designated in the invitation for bids as the place where bids are to be received. After bid opening no modifications in bid prices or other provisions of bids shall be permitted. A low bidder alleging a material mistake of fact which makes his bid nonresponsive may be permitted to withdraw its bid. Any decision by Buyer to permit or deny the withdrawal of bid on the basis of a mistake contained shall be accordance with applicable procurement statutes.
9. **IRREGULARITIES IN BIDS:** Pursuant to NMSA 13-1-132, BPS may waive minor informalities in bids submitted provided that such informalities have no effect on price, quality, or quantity.

10. **BIDDERS EXCEPTIONS:** Any exceptions to the Scope of Work and/or Specifications shall be listed separately in the submitted bid and unless otherwise stated, specifications attached are the minimum requirements. The Buyer, after review of the bids may request clarifications on information submitted by any and all bidders in a written format, with a specified deadline for response.
11. **BRAND NAMES:** Pursuant to NMSA 1978, §13-1-168, 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.
12. **BIDDER SUBMITS MULTIPLE BRAND OR PRICE:** If Bidder offers more than one brand or price per item, BPS shall evaluate bids and award the goods that are in BPS’s best interest with regards to pricing and quality. Bidders offering other than specified goods must submit complete product data specification information for evaluation purposes.
13. **BID PRICING:** Responses, including bid prices, will be considered firm.
14. **PRICING ESCALATION:** Price escalation may be considered only at the anniversary date of the award. The Contractor must submit written documentation that adequately justifies need for pricing escalation, to include the proposed new pricing structure. BPS will review the information and render a Determination accepting or rejecting the new proposed pricing.
15. **BID OPENING:** Pursuant to NMSA 13-1-107, the contents of the bid will be available to the public at bid opening.
16. **BID CANCELLATION OR REJECTION:** This bid may be canceled or may be rejected in whole or in part when it is in the best interest of BPS. Any sole response that is received may be rejected by BPS depending on available competition and timely needs of BPS.

17. **NON RESPONSIVE:** BPS reserves the right to eliminate any Bidder who submits incomplete or inadequate responses or is not responsive to the requirements of this Invitation to Bid.
18. **AWARD:** In accordance with NMSA 1978, §13-1-108, 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. BPS reserves the right to the sole judge to determine “meets or exceeds”.
19. **NEW MEXICO PREFERENCES:** Bids may be awarded preference in compliance with NMSA 1978, §13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business.

Bidders shall include in their bid a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Bid is Joint Venture, Bidder shall state in submitted bid the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. A bid cannot be awarded both a resident preference and a resident veteran business preference. Preferences are not applicable for federal fund purchases.

20. **MULTI-AWARD:** BPS reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with NMSA 1978, §13-1-153. BPS reserves the right to award by item, group of items, or total bids.
21. **AFTER AWARD:** BPS reserves the right to increase or decrease the quantity of any item called for, add additional related items as BPS deems necessary, or to eliminate any item entirely.
22. **PURCHASE AFTER AWARD:** Any resulting purchases under the bid will be made by BPS purchase order or procurement card. Quotes provided to BPS personnel will be quoted per the awarded BPS Price Agreement and will reference the BPS Price Agreement number so verification of pricing can be made.
23. **CONFIDENTIAL INFORMATION:** The Procurement Department will not disclose or make public any pages of a bid on which the Bidder has stamped or imprinted “**Proprietary**” or “**Confidential**” subject to the following requirements. Proprietary or Confidential data shall be readily separable from the bid in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Bidder’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, §57-3A-1 to §57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.
24. **DEFINITIONS:** Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

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

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

“**Determination**” shall mean the written documentation of a decision of a procurement manager including findings of fact required to support a decision

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

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

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

the Bidder's bid.

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

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

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

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



# **TERMS & CONDITIONS**

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

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

**11. INSURANCE (If Applicable):** The successful Bidder shall (if applicable) purchase and maintain statutory limits of Worker's Compensation, and Public Liability and Automobile Liability insurance approved by BPS at the time of contract award. BPS 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
Professional Liability Insurance (E&O)-per occurrence Professional Aggregate - \$2,000,000	\$2,000,000
Bodily injury, per occurrence	\$1,000,000
Medical and medically-related expenses	\$10,000
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:

Bernalillo Public Schools.

Certificate of Insurance forwarded to:

Bernalillo Public Schools

Procurement Department

560 S Camino del Pueblo Bernalillo NM 87004

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

are conforming and fails to make an effective rejection.

23. **BUYERS REVOCATION OF ACCEPTANCE:** The BPS Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers nonconforming goods substantially impair the value of the goods.
24. **SELLERS RIGHT TO CURE A NONCONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time
25. **ASSIGNMENTS:** The awarded Contractor shall not assign nor delegate specific duties as part of this Bid nor transfer any interest nor assign any claims for money due or to become due under this Bid without the written consent of BPS.
26. **PROMOTIONAL GIFTS AND ACTIVITIES:** BPS 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, BPS employees are prohibited from entering drawings, contests, or other promotional/advertising activities with vendors or potential vendors in connection with a procurement action.
27. **PAYMENT:** Any invoice receive and payment made shall be subject to BPS' terms and conditions (NET 30) unless specifically waived by BPS in a separate written document.
28. **DISPUTE RESOLUTION:** In the event the Parties do not agree to mediate the dispute or unable to resolve the dispute through mediation, then the dispute shall be resolved by binding arbitration. Such arbitration shall be governed by the New Mexico Uniform Arbitration Act, NMSA §44-7A-1, et seq. as amended.

# PROTEST

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

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

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

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

The determination shall:

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

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

# **TECHNICAL SPECIFICATIONS**

## TECHNICAL SPECIFICATIONS

1. **Scope of Work:** The purpose of this bid is to establish pricing for an indefinite quantity of Custodial Supplies from authorized companies for product on demand. Orders will be placed as needs are identified.
2. **Contract Period and Price Escalation:** Any contract(s) issued as a result of this solicitation will be in effect for four (4) years after date of award, contingent upon funding. Price escalation will be considered on the anniversary date of contract award only upon receipt of written request from contractor stating reason for the escalation request and the amount being requested. Justifying documentation must accompany price escalation request. Escalation will not be allowed for any reason not related to market conditions related to the Scope of Work. If prices should decrease in the market, BPS should benefit from any market fluctuation, which would derive savings. Contractor may decline renewal with no penalty and BPS will re-bid.
3. **Product Availability/Alternate:** If, at any time, an awarded product becomes unavailable, BPS reserves the right to choose a replacement product by either of the following options, whichever is deemed to be in the best interest of BPS.

Option 1: An awarded vendor may propose an alternate product of comparable quality with the proposed cost. BPS reserves the right to request samples, at vendor's expense, in or to evaluate the product's quality, as determined by BPS. The alternate product and cost will be accepted only upon BPS approval.

Option 2: BPS reserves the right to purchase an alternate product that BPS deems to be of comparable value, from another awarded vendor. BPS reserves the right to request samples, at vendor's expense, in order to evaluate the product's quality, as determined by BPS. The alternate product and cost will be accepted only upon BPS approval.

4. **Pricing:** All pricing will be F.O.B. Destination including cost, insurance and freight. F.O.B. Destination shall be interpreted a final site as specified by BPS.

### **BIDDER OWNS GOODS IN TRANSIT.**

5. **Quantities:** The estimated quantities as shown are a projected/proportional annual usage based on historical data. **This is a no minimum guarantee contract.** The information is included provides a potential bidder with some idea of possible contract activity. Although this contract is being bid on behalf of BPS Materials Management, individual schools/departments will be referred to the successful Contractor in the event of requirements that can be adapted to the specific items awarded.



6. **Packing:** B P S will require a vendor to break even cartons at time of order. The required quantity will be adjusted +/- to accommodate the vendor's stated packaging. If no adjustments are noted, packaging will be assumed to be as specified with no deviations. Leave no reasonable doubt as to what you intend to furnish in satisfaction of any potential order.
7. **Delivery:** Prompt delivery is of the essence and may be a factor in determining the successful bidder; therefore, delivery time after receipt of order must be stated in definite terms.
  - Ship all orders in a single shipment whenever possible. Partial shipments of less than 25% of order quantity for any line item will **not** be accepted and **will be returned to shipper at shipper's expense**. Items shall be delivered to the school site.
  - Delivery times quoted must be accurate. Failure to meet the quoted times may result in cancellation of contract and an alternative bidder will be assigned at the discretion of BPS.
8. **Pallet Requirements:** Any shipments received as a result of purchase orders generated from awards on this solicitation shall be palletized if the quantity of cartons in the shipment is more than twenty (20) and/or if the total shipment weight exceeds 200 pounds. Palletized product(s) must be shrink-wrapped to avoid shifting in transit and during unloading. Palletized products must not exceed four feet in height. All palletized cartons shall have externally facing labels identifying cartons and quantity. It is acceptable to mix products on a single pallet as long as small quantities of like items are placed together toward the top and the entire pallet is stacked as may be physically and commercially sensible.
  - **Purchase Orders will not specify palletizing requirements. Bidder's signature on this bid signified understanding and acceptance of BPS pallet requirements. BPS reserves the right to reject shipments that are not palletized.**
9. **Standards:** Name Brand or equal; this bid may contain the use of a brand name and is for the purpose of describing the standard of quality and performance and characteristics desired and is not intended to limit or restrict competition. BPS reserves the sole right to determine equal or better. This is not a preference or an endorsement on the part of BPS. If you are quoting a different item/manufacturer, please include product literature and/or technical information for BPS to evaluate the quality and performance of the substitute product.

BPS 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 or packaging quoted will be returned at the full expense of the seller, who shall be further liable for such excess costs as BPS may incur in purchasing replacement

materials elsewhere. Attempts to ship non-conforming merchandise and offer a later discount as an inducement to keep the product will be refused.

10. **Samples/Product Literature/Technical Specifications:** Please review the bid specifications carefully. If a sample is required, BPS will contact the Bidder for delivery instructions.
  - Regardless of instructions, BPS 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 the successful bidder(s) upon bid award. They shall be free of charge and be submitted and removed by the bidder at their expense. Award samples may be held for comparison with deliveries. BPS 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 item(s). Samples not received within the five-day time period will disqualify the bidder as non-responsive. Samples not removed within ten (10) days after notice to the bidder will be regarded as abandoned and BPS shall have the right to dispose them as its own property. Successful bidder(s) must provide catalogs, brochures, cross-reference sheets and/or related literature as needed by BPS.
11. **AWARD:** The items in this bid may be awarded as all, part or none.
12. **Warranty/Guarantee:** All bidders must guarantee full satisfaction of their products' use or permit unsatisfactory product to be returned collect for fully money refund. Bidders will replace damaged items at no cost to BPS. Warranty terms shall be at a minimum, the manufacturer's best-preferred warranty. Your bid prices will be assumed to be valid for 90 days unless otherwise specified.

## SPECIFICATIONS EXCEPTION FORM

NOTE: YOUR BID MAY BE REJECTED IF YOU DO NOT SIGN AND  
SUBMIT THIS PAGE

Bid on materials, supplies, or equipment, specialized services, etc., with varying specifications may be considered by Bernalillo Public Schools. If your bid differs from the specifications or if you take exemption to any of the requirements, such information must be clearly stated in the space following.

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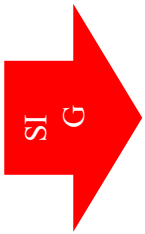
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I do meet specifications: \_\_\_\_\_

Signature

Exceptions are as stated \_\_\_\_\_

Signature

BERNALILLO PUBLIC SCHOOLS  
BID ITEMS LIST  
CUSTODIAL SUPPLIES ON  
DEMAND

Number	UOM	Title
1	Pack - 20	Vacuum Bags 20 Pack
2	Each	Dust Mop Head - Cotton Synthetic Fiber 5"w x 24" Long
3	Each	Dust Mop Head - Cotton Synthetic Fiber 5"w x 36" Long
4	Each	Dust Mop Head - Cotton Synthetic Fiber 5"w x 48" Long
5	Each	Broom Handle 60" Length x 1" Diameter - Wood
6	Each	Dust Mop Head - Cotton 48w x 5d, White 8"w x 17.5"depth
7	Each	Deck Brush Head, 10" wide, 10" brush face, 2" bristles
8	Each	Wet Mop Head, Cotton Synthetic, 5" Headband, Medium Size, Heavy Duty
9	Each	Wet Mop Head, Cotton Synthetic, 1" Headband, Medium Size, 6.5"w x 17"d
10	Box - 12	Bowl Clip - Odor Neutralizer
11	Box - 12	Urinal Screen
12	Carton - 6	Carpet Odor Eliminator
13	Each	All Purpose Cleaner - 128 fl oz
14	Carton - 4	Forward General Purpose Cleaner Concentrate - 128 fl oz
15	Carton	Non acid Bowl/Bathroom Cleaner, Multi Surface, Multipurpose, Concentrate, Antibacterial
16	Each	Disinfectant Cleaner Concentrate 47.3 fluid oz VOC Free Disinfectant
17	Each	Citrus Neutral Cleaner - Multi Surface, General Purpose Concentrate 47.3 fl oz Citrus
18	Carton - 12	General Cleaner - Ready to Use 32 fl oz Rinse free, residue free, heavy duty, streak free
19	Carton - 4	Floor Cleaner and Grease Remover - Liquid 1 Gallon
20	Carton - 96	2-ply Standard Bath Tissue Rolls 4" x 3.5" - 500 Sheets/Roll, White
21	Carton - 100	Trash Bag - 33 gallon capacity 1.5 mil thickness, black, resin
22	Bag - 10	General Purpose Scouring Pad .6" height x 6" width x 9" length
23	Carton - 12	Coreless High-Capacity Jumbo Roll Toilet Paper - 2 ply 3.78" x 1150 ft White Fiber
24	Carton - 6	Foam Skin Cleanser Refill, Unscented, 1,000 mL
25	Carton - 6	Germicidal Bleach - Multipurpose - Concentrate 128 fl oz
26	Case - 50	Trash Bag - 60 gallon, black, 2 mil thickness, resin
27	Case - 30	Facial Tissue - Flat Box, White 2 Ply 100/Box
28	Case - 100	Trash Bag - 60 gallon, white, 1.5 mil thickness
29	Case - 1000	Trash Bag - 16 gallon, .24 mil, high density
30	Case - 100	Trash Bag - 56 gallon, .080 mil, black, industrial
31	Case - 100	Trash bag - 1.25 mil, 33 gallon, black, industrial
32	Each	Open lid dustpan and broom set 36" x 12"
33	Each	Rubbermaid Commercial Mop Bucket/Wringer Combination - 8.75 gallon, plastic steel yellow
34	Carton - 6	Lemon Polish - 14.2 fl oz
35	Carton - 6	Foaming Glass Cleaner, Streak Free
36	Carton - 6	Hard Wound Roll Towel, 1 ply, 8" x 1000 ft, 1.70" Core, White
37	Carton - 100	Trash Bag - 65 gallon, 75 lb capacity, 1.5 mil
38	Box - 100	Scraper replacement blades, #9, Stainless Steel
39	Pack - 12	Pumice Scouring Stick
40	Carton - 6	Stainless Steel Cleaner and Polish, Aerosol 17 oz
41		List Price plus discount for any other custodial supply items not mentioned above

# COMPLIANCE

***(REQUIRED LEGAL FORMS)***

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

# CONFLICT OF INTEREST, NON-COLLUSION AND DEBARMENT/SUSPENSION CERTIFICATION FORM

## CONFLICT OF INTEREST

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Bernalillo Public Schools in response to the above referenced bids/request for proposals.

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

No employee or board member of 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 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 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.

### **CERTIFICATION OF NON-COLLUSION STATEMENT**

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? **YES Initials of Authorized Representative of 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 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, NON-COLLUSION 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: \_\_\_\_\_

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

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

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

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



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

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

Name(s) of Applicable Public Official(s) if any:

\_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

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

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

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

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

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

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

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS  
( \$ 50) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

**SIGN  
WHERE  
APPLICABLE**

## MANDATORY QUALIFICATIONS (PASS/FAIL)

**Submit with your Bid (along with requested documentation)**

(Initial)\_\_\_\_\_Experience: Pass/Fail -

**Have you provided custodial Supplies as described in Bid to BPS in the past?**

\_\_\_\_\_Yes – please provide BPS Contract/Price Agreement # or BPS Purchase Order# \_\_\_\_\_

\_\_\_\_\_No – if no, see below for mandatory requirement

Submit a list of three (3) separate references where Bidder has provided custodial supplies to three (3) separate K-12 School Districts or similar government entity. Submit entity name, contact name, phone number, and email. Do not submit a link to these, must be a written list.

**Any Bidder who fails to meet this mandatory requirement will be considered non-responsive and will not be considered further by the District in this Procurement Process.**

(Initial)\_\_\_\_\_IRS W-9 and Duns and Bradbury Number: Pass/Fail

- Submit IRS W-9
- If Offeror has DUNS number, the DUNS number should be submitted. If an Offeror does not have a DUNS number, than no number will be submitted.

APS reserves the right to request a full Dun & Bradstreet report. (If applicable)

**Any Bidder who fails to meet this mandatory requirement will be considered non-responsive and will not be considered further by the District in this Procurement Process.**

(Initial)\_\_\_\_\_Financial Responsible: Pass/Fail

- Submit Disclosure Form found in this Invitation to Bid.

BPS reserves the right to request up to two (2) years most recent audited financial statements or any other financial statements acceptable to the District prepared in accordance with generally accepted auditing standards.

**Any Bidder who fails to meet this mandatory requirement will be considered non-responsive and will not be considered further by the District in this Procurement Process.**

## Disclosure Form – Submit with your Bid

PURPOSE: This form is used to provide information relating to the legal description and general qualifications of the proposer.

1. Name of Bidder exactly as it appears on the bid and as it will appear on the contract:

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2. How many years has this organization been in business under its present business name?

3. How many years has this organization been in business as a custodial supply company?

4. If this organization has not always been a custodial supply company, list the trade(s) that this company customarily performed \_\_\_\_\_

[illegible]

5. Indicate all other names by which this organization has been known and the length of time known by each name. Please attach additional pages as needed.

[illegible]

6. This firm is a: \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Joint Venture \_\_\_\_\_ Other, identify:

7. If the organization is a corporation indicate the following:

A. Date of incorporation:

B. State of incorporation:

C. President's name \_\_\_\_\_

D. Vice-president's name: \_\_\_\_\_

E. Secretary's name: \_\_\_\_\_

8. If the organization is an individual or a partnership, answer the following:

A. Date of organization: \_\_\_\_\_

B. Name and address of all partners (state whether general or limited partnership). Please attach additional pages as needed. \_\_\_\_\_

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9. If the organization is other than a corporation or partnership, describe the organization and name its principals. Please attach additional pages as needed:

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10. List the states in which your organization is legally qualified to do business. Indicate category or trade and indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed. Please attach additional pages as needed:

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11. Trade References. List names, addresses and telephone numbers of four firms with whom your organization has regular business dealings. Please attach additional pages as needed:

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12. Bank References: List names, addresses and telephone numbers of the financial institutions used by your organization. Please attach additional pages as needed:

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13. Indicate the names, addresses and agent of the Bonding Company normally used by your organization. Only those bonding companies approved by the State of New Mexico are acceptable to the District. \_\_\_\_\_

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14. Has your organization failed to complete any work awarded to you? If so, note when, where and attach a separate sheet of explanation to this form.

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15. Within the last five years, has any officer or partner of your organization been an officer or partner of another organization where it failed to complete a contract? If so, note whom, when and where and attach a separate sheet of explanation to this form.

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16. List all legal or administrative proceedings currently pending or concluded adversely within the last five years which relate to digital curriculum services. Please attach additional pages as needed:

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Offeror Business Name

\_\_\_\_\_  
Date

**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**

<div style="border: 1px solid black; padding: 2px;"> <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)         </div>	<div style="border: 1px solid black; padding: 2px;"> <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)         </div>
<b>1)</b> Taxpayer Identification Number (TIN# - 9 digits) <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div> <input type="checkbox"/> SSN    <input type="checkbox"/> FEIN         </div> </div>	<b>2)</b> NM CRS ID# Optional (11-digits) <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____ - _____ - <b>00</b> - _____</div> </div>
<b>3)</b> Current Legal Name as registered with IRS or SSA _____	<b>4)</b> New Legal Name as registered with IRS or SSA _____
<b>5)</b> Current DBA / Trade Name Enter doing business as (DBA) If different from above. _____	<b>6)</b> New - Add DBA / Trade Name _____
<b>7)</b> 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 _____	<b>8)</b> 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 _____
<b>9)</b> Entity Designation (check only one) <b>REQUIRED</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual / Sole Proprietorship or single-member LLC  <input type="checkbox"/> Partnership  <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited Liability Company. Enter the tax classification (C=C Corporation, S=S corporation, P=Partnership) _____  <b>NOTE:</b> 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) _____         </div> <div> <input type="checkbox"/> C Corporation  <input type="checkbox"/> S Corporation  <input type="checkbox"/> Exempt FATCA Code (if any) _____         </div> </div>	<b>10)</b> Category: Type of business/company _____ _____ _____ Type of goods or services _____ _____ _____ _____
<b>11)</b> 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	
<b>12)</b> <div style="display: flex; justify-content: space-between;"> <div>           Printed Name: _____             Signature _____            Name of Contact Person _____         </div> <div>           Printed Title: _____             E-Mail _____            Date mmddyyyy: _____         </div> </div>	
<b>THIS FORM MUST BE COMPLETED TO BE ENTERED AS A VENDOR</b> <b>form must be signed (not typed) and current date</b>	
Please return by mail, fax or e-mail to: mail to: <b>Bernalillo Public Schools</b> <b>560 S. Camino del Pueblo</b> <b>Bernalillo, NM 87004</b> Fax to: (505) 867-7850 E-Mail to: <a href="mailto:kmarquez@bps.k12.nm.us">kmarquez@bps.k12.nm.us</a>	
<b>13) *</b> DO YOU ACCEPT PURCHASE ORDERS    Yes <input type="checkbox"/> No <input type="checkbox"/>	<div style="border: 1px solid black; padding: 5px;"> <b>BPS REQUESTOR - PLEASE COMPLETE THIS PORTION</b>            Department/Site _____            Requestor's Name _____            Vendor: iVisions <input type="checkbox"/> + Activity Fund <input type="checkbox"/> </div>

## 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 Count 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.