



RIO RANCHO PUBLIC SCHOOLS

PURCHASING DEPARTMENT

500 LASER RD NE

RIO RANCHO, NEW MEXICO 87124

Invitation to Bid Number: ITB No. 2019-003-IT

TITLE: Purchase of Miscellaneous Computer Equipment

Submittal Due Date: August 09, 2018

Time: 2:00 PM (MT)

Submitted To: Rio Rancho Purchasing, 500 Laser Road NE Rio Rancho, NM 87124

Rio Rancho Public Schools ("RRPS") is seeking to establish a price agreement for miscellaneous computer equipment. *(Dependent upon available funding)*

All interested parties are strongly encouraged to submit a bid for the products within this Invitation to Bid (ITB). Please carefully read all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of this ITB may result in your bid submittal being classified as unresponsive and disqualified. New Mexico criminal law prohibits bribes, gratuities and kickbacks §13-1-191 NMSA 1978.

TABLE OF CONTENTS

- Section I: Instructions to Bidders**
- Section II: Conditions Governing The Procurement**
- Section III: Invitation to Bid (ITB) General Requirements**
- Section IV. Specifications**

PRICING SHALL BE PROVIDED ON THE ATTACHED EXCELL SPREADSHEET

- Exhibit A: Campaign Contribution Disclosure Form**
- Exhibit B: Conflict of Interest Certificate Form**
- Exhibit C: Resident Business or Resident Veterans Preference Certification Form (If applicable)**
- Exhibit D: Bidder Information Form**

I. INTRODUCTION

A. PURPOSE OF THIS INVITATION TO BID

The RIO RANCHO PUBLIC SCHOOL DISTRICT is requesting bids for miscellaneous computer equipment.

B. SUMMARY SCOPE OF WORK:

Rio Rancho Public Schools (“RRPS”) wishes to purchase the miscellaneous computer equipment and supplies identified within this invitation to bid and invites you to submit a bid for any or all of bid items identified within this Invitation to Bid (ITB). Please carefully read all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of this ITB may result in your bid submittal being classified as unresponsive and disqualified.

C. SCOPE OF PROCUREMENT:

The scope of the procurement shall encompass the defined scope of work described in Section IV. This contract will be in effect for a period of three (3) years from date of contract award. Contingent upon funding. Pricing structure will remain firm for the life of the contract.

D. PROCUREMENT CONTACT:

Michael Madrid, CPO, CPPB
Purchasing Manager
500 Laser Road, NE
Rio Rancho, New Mexico 87124
(505) 962-1143, Ext. 51143
michael.madrid@rrps.net

E. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this invitation to bid (ITB), including appropriate abbreviations.

“Acknowledgement of Addenda” Bidders shall acknowledge receipt of any addenda to this Invitation for Bid by identifying the addenda number and date in the space provided on the bid response form.

“Award” The District reserves the right to make multiple awards or to otherwise split the award of the items, projects and/or sections of this Invitation. *Note, Bidders are encouraged to bid on any or all bid items listed.*

Award of Contract” shall mean a formal written notice by the District that a firm(s) has/have been selected to enter into a contract for services.

“Award Information” Award information will be posted in the reception area of the Purchasing Department and on the Purchasing Department Home Page.

“Bid” is the Bidders response to this ITB.

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

“Cancellation” The District reserves the right to cancel without penalty, this invitation, any resultant purchase order or any portion thereof for unsatisfactory performance or unavailability of funds.

“Clarifications” Any clarification of instructions, terms and conditions, insurance, bonds, or bid preparation shall be made only by the Buyer shown on the cover sheet of this Invitation. Technical clarifications should be addressed to the individual identified on the cover sheet. Clarifications must be in provided and distributed by RRPS as written addenda to be considered as part of this Invitation.

“Contractor” means successful bidder awarded the contact.

“Desirable” The terms "may" "can" "should" "preferably" or "prefers" identifies a desirable or discretionary item or factor.

“Determination” means the written documentation of a decision of the Selection Committee, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“District Representative” is the individual who is an employee of the school district, named in this Agreement, with the authority to act for RRPS with respect to this Agreement unless otherwise specifically noted.

“Entity” means the District for the purposes of Section 13-1-120(B)(6), NMSA 1978; Evaluation Criteria; and is the entity requesting bids.

“Late Submissions” Late submissions of bids will not be considered unless it is determined by the District that the late receipt was due solely to mishandling by the District or the bid is the only bid received. All other late submissions will be returned unopened.

“Mandatory” means 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.

“Number for Bid Clarifications” The Bidder should include a local or toll-free number for bid clarifications. Failure to do so may result in the bid being classified as non-responsive.

“Modifications” Only modifications received prior to the date and time specified for the bid closing will be accepted. No modifications will be accepted following the opening. Technical clarifications of the bid submittal may be requested by the Buyer following the opening.

“Multiple source awards” means an award of an indefinite quantity contract for one or more similar services or items of tangible personal property to more than one bidder.

“Number of Copies of Bid” Please submit the one (1) complete copy and one (1) digital (Thumb Drive/Jump Drive) of your bid and all supporting documents stated on the cover sheet. Failure to submit the required number of copies may result in your bid being considered non-responsive.

“Owner” is the Board of Education of the Rio Rancho Public Schools (RRPS).

“Period for Bidder Acceptance” The Bidder agrees, if his bid is accepted within 90 calendar days of the closing date, to furnish any and all item(s) and/or services at the prices set forth in bid, delivered to the designated point(s) within the specified time in the delivery schedule. An additional time period may be requested elsewhere in this Invitation for Bid.

“Public Information” All information, except that classified as confidential, will become public information at the time that the Bid is opened. Confidential information must be marked **“CONFIDENTIAL”** in red letters in the upper right hand corner of the sheets containing the confidential information. Price and information concerning the specifications cannot be considered confidential.

“Invitation to Bid” or **“ITB”** means all documents, attached or incorporated by reference, used for soliciting bids.

“Rejection of Bids” The District reserves the right to award bids based on price and any other evaluation criteria contained herein, to reject any and all bids or any part thereof, and to accept the bid that is in the best interest of the District.

“Resident Business” or **“Resident Contractor”** means an entity that has a valid resident certificate issued by the NM Taxation and Revenue Department pursuant to Section 13-1-22 NMSA 1978.

“Resident Veteran Preference” *In addition, the attached “Resident Veteran Preference Certification” form (Exhibit C) must filled out, signed and accompany any Bid submittal from any business wishing to receive consideration for resident veteran’s preference.*

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

“Responsive Bidder” or **Responsive Bid** means a bidder or bid, which conforms in all material, respects to the requirements set forth in the ITB. Material respects of a ITB include, but are not limited to quality, quantity or delivery requirements.

“Right to Waive Minor Irregularities” RRPS reserves the right to waive minor irregularities. RRPS also reserves the right to waive mandatory requirements provided that all of the otherwise responsive bids failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of RRPS.

“RRPS Board of Education” is governed by a five member elected board that sets policy and approves the annual budget. The board also hires the RRPS Superintendent who oversees the operations of the district. The RRPS Board approves all architectural and contractor selections.

“Submissions of Drawings/Literature” The submission of samples, drawings and literature to be used in the evaluation of the bid, must be made by the closing date and time to be considered. All submissions shall be made at no expense to the District. Returns shall only be made at the Bidders request and expense.

“Telegraphic Bids” Telegraphic bids will not be considered unless specifically authorized by the Buyer listed on the cover sheet. However, bids may be modified by telegraphic notice, provided that the notice is received by the time and date specified for the closing.

“Withdrawal of Bids” Bids may be withdrawn by written notice, email or in person by a bidder or an authorized representative any time prior to the bid due date and time. Bids requiring bid security will result in forfeiture of the security if the bid is withdrawn following the opening.

The terms **“can,” “may,” “should,” “preferably,” or “prefers”** identifies a desirable or discretionary item or factor. Failure to comply with such an item or factor may result in the rejection of the Bidder’s bid. Rejection of the bid will be subject to review by the Selection Committee and the final decision or rejection will be made by the Committee Chairman.

F. BACKGROUND INFORMATION

Rio Rancho Public Schools was founded in 1995 and is the third largest school district in New Mexico with 2,340 staff members. Enrollment, as of December of 2015, includes 17,227 students across 19 schools (1 preschool, 10 elementary schools, 4 middle schools and 3 high schools and 1 district office). District enrollment growth is currently flat; the district anticipates opening one additional elementary school in the next five years.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the ITB contains the schedule for the procurement, describes the major procurement events, and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

	<u>Action</u>	<u>Estimated Date</u>
1.	Advertisement	July 22, 2018
2.	Issue http://www.rrps.net > Departments > Purchasing (scroll down to Bids/RFPs)	July 23, 2018
3.	Deadline To Submit Additional Questions	July 30, 2018 @ 3:00 p.m.
4.	Response to Written Questions/ITB Amendments/Addendum will be posted on the Procurement Website http://www.rrps.net > Departments > Purchasing (scroll down to Bids/RFPs)	July 32, 2018
5.	Submission of Bids	August 09, 2018 @ 2:00 pm
6.	Multiple Award	TBD
7.	RRPS School Board Approval	August 13, 2017

B. EXPLANATION OF EVENTS

1. **Issue of ITB** - This ITB is being issued by the District in accordance with the provisions of Sections 13-1-102 NMSA 1978.
2. **Deadline to Submit Additional Questions** – Potential Bidders **may** submit additional written questions as to the intent or clarity of this ITB until close of business on the date specified in the Sequence of Events. All written questions **must** be sent by email and addressed to the Purchasing Agent. Between the time of issuance of the ITB and the submission deadline, prospective Bidders are encouraged to call the District Representative concerning any questions about the scope of work or the ITB schedule.

Prospective Bidders are also encouraged to visit with the District Representative. After the bid submission due date, the Bidders are not allowed any contact with the district representative.

3. **ITB Amendments/Addendum** Should an amendment/addendum to this ITB be deemed necessary between the issuance of the ITB and the bid submission deadline, it will be posted on the Procurement Website <http://www.rrps.net> > Departments > Purchasing (scroll down to Bids/RFPs). The form **must be downloaded by the bidder** signed by the Bidder's representative, and included with the response to this procurement. Please refer to the sequence of events section for an exact date when the amendment/addendum would be posted.

4. **Submission of Bids**

ALL BIDDER BIDS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PURCHASING AGENT OR DESIGNEE NO LATER THAN 2:00 PM MOUNTAIN DAYLIGHT TIME ON August 09, 2018. **Bids received after this deadline will not be accepted.** The date and time of receipt will be recorded on each bid. Bids must be addressed and delivered to:

Agency: Rio Rancho Public Schools
Name: **Michael Madrid CPO, CPPB**
Title: Purchasing Manager
Address: 500 Laser Rd., NE
Rio Rancho, NM 87124
Telephone: 505-896-0667
Email: michael.madrid@rrps.net

5. **Protest Deadline** - Any protest by a Bidder must be in conformance with 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15)-day protest period for responsive Bidders shall begin on the day following the contract award and will end as of 5:00 PM MDT on the fifteenth (15) calendar day following the agreement award. Protests must be written and must include the name and address of the Protestant and the request for the solicitation number(s). It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Director. The protest must be delivered to the following address

Name Michael Madrid, CPO, CPPB
Title Purchasing Agent
Address: Rio Rancho Public Schools
500 Laser Road, NE
Rio Rancho, NM 87124
Telephone: (505) 896-0667, Ext 51137
E-Mail: michael.madrid@rrps.net

Protests received after the deadline will not be accepted.

6. **Incurring Cost** - Any cost incurred by the Bidder in preparation, transmittal, or presentation of any bid or material submitted in response to this ITB shall be borne solely by the Bidder.
7. **Amended Bids** – A Bidder may submit an amended bid before the deadline for receipt of bids. Such amended bids must be complete replacements for a previously submitted bid and must be clearly identified as such in the transmittal letter. District personnel will not collate or assemble bid materials.
8. **Bidder's Rights to Withdraw 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 signed by the Bidder's duly authorized representative(s) addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the bids is governed by the applicable procurement regulations.

9. **Termination** - This ITB may be cancelled at any time and any and all bids may be rejected in whole or in part when the Procurement Department determines such action to be in the best interest of the Rio Rancho Public Schools.

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

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

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

If RRPS determines that contractor has been delayed due to causes beyond the control and without the fault and negligence of the contractor, RRPS may extend the time for completion when promptly applied for in writing by the contractor. Sole remedy of contractor in event of delay by failure of RRPS to perform shall be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits. Contractor is defined as the contractor and any sub-contractors at any tier.

10. **Sufficient Appropriation** – Any contract awarded as a result of this ITB process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The Owner's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

If determination is made that there is insufficient funding to continue or finalize a project, the contractor will be compensated to the level of effort performed, as authorized by the Owner prior to that determination.

11. **Standard Contract** – The Owner will use the RRPS document agreement between Rio Rancho Public Schools and the Successful Bidder.

12. **Right to Waive Minor Irregularities** - The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all responding Bidders failed to meet the mandatory requirements or

doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

13. **Notice** - The Procurement Code, 13-1-28 through §13-1-199 NMSA, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
14. **INDEMNIFICATION** – Bidder agrees to defend, indemnify, and hold harmless RRPS and its officials, agents, and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any services performed by the contact under this agreement.
15. **CONFLICT OF INTEREST** – Bidder warrants that he/she or other members of proposed project team has no interest, and shall acquire no interest, which would directly or indirectly conflict in any manner or degree with the performance of this bid. No person or selling agency may be employed or regained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fid employees or bona fid established commercial or selling agencies maintained or utilized by bidder for the purpose of securing business. For violation or beach of this warrant, RRPS shall have the right to annul this contract without liability or, at its discretion, to deduct price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

In signing this bid, the bidder certifies that he/she has neither directly nor indirectly entered into action in restraint of the fee competitive process in connection with this solicitation.

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

16. **Prime Contractor Responsibility:** Any contract that may result from this ITB shall specify that the prime contractor is solely responsible for fulfillment of the contract with RRPS. RRPS will make contract payments to only the prime contractor.

RRPS will consider a bid from multiple prime contractors in the form of a joint venture response to the ITB. If accepted, RRPS will enter into separate contracts with each of the multiple prime contractors. The specific responsibilities of each of the multiple prime contractors must be clearly described in the joint venture bid. RRPS will accept no more than two (2) multiple prime contractors in a single joint venture bid.

III. INVITATION TO BID (ITB) GENERAL REQUIREMENTS

The General Terms and Conditions on the reverse side of RRPS's purchase order are an equal and integral part of this Invitation to Bid (ITB). The terms, conditions and specifications contained in this ITB shall be incorporated into all purchase orders issued as a result of this ITB, including any addenda. RRPS reserves the right to negotiate with a successful Bidder (Contractor) provisions in addition to those stipulated in this ITB. The contents of the successful Bidder's bid submittal may be incorporated into an award agreement.

Should a Bidder object to any of the RRPS Terms and Conditions contained within this solicitation, that Bidder must propose specific alternative language for RRPS's review and consideration. General references to the Bidder's terms and conditions or attempts at complete substitutions are not acceptable to RRPS and may result in disqualification of the Bidder's bid submittal. Bidders must provide a brief statement of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. Any proposed changes to the terms and conditions incorporated and/or attached to this ITB, must be stated in Bidder's bid submittal in a Section marked "PROPOSED ALTERNATIVE TERMS AND CONDITIONS."

Bidders are cautioned that any changes to the terms and conditions that are NOT stated in the ITB response will not be entertained by RRPS at a later date. Any provisions in any bid submittal, quotation, acknowledgment or other forms or contract documents applicable to the services that are inconsistent, or in conflict, with any provisions of this ITB or the resultant contract, will be ineffective and inapplicable.

RRPS reserves the right to reject a bid submittal on the basis that the proposed compromising language cannot be accepted by RRPS. Any additional terms and conditions which may be the subject of negotiation will be discussed only between RRPS and the successful Bidder and shall not be deemed an opportunity to amend the Bidder's bid submittal.

NOTE: An Awardee of a Price Agreement established with RRPS has the opportunity to market a resultant Price Agreement to other New Mexico local public bodies and state agencies under the State of New Mexico Public Purchases and Property Act, NMSA 1978, Article 1, Procurement, Section 13-1-129, "Procurement under existing contracts."

1. ACCEPTANCE AND REJECTION. If prior to final acceptance, any goods or services are found to be defective or not as specified, or if the District is entitled to revoke acceptance of the goods and/or services the District may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require delivery at an equitable reduction in price; at the District's option. Seller shall reimburse the District for all incidental and consequential costs related to unaccepted goods or services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of goods or services shall not waive the right to claim damages for breach of contract.

2. ADDRESSES FOR NOTICES. Any notice required to be given or which may be given under this ITB or a resultant contract shall be in writing and delivered in person or via first class mail.

Address if notice delivered by first class mail:

Rio Rancho Public Schools
Purchasing Department
500 Laser Road NE
Rio Rancho, New Mexico 87124

3. AGREEMENT. Any resultant Purchase Order shall be the sole and entire Agreement between the parties; any documents incorporated into a resultant Agreement shall be listed explicitly on the front side of the Purchase Order, or shall be incorporated by implication by the terms of this ITB. Any terms inconsistent with or in addition to the Purchase Order proposed by Seller are deemed rejected unless agreed to in writing by an appropriate District official.

4. ASSIGNMENT. A resultant Purchase Order may be assignable by the District. Except as to any payment due hereunder, the Purchase Order may not be assignable by Seller without the prior written approval from the District.

5. BRAND NAME OR EQUAL SPECIFICATIONS. The manufacturers part and model numbers identified within this invitation for bids are used solely to describe the items desired and to establish minimum specifications, quality and performance requirements. **Offers of equal performance will be considered** provided that complete product descriptions, specifications and literature are provided with your response. *Note, where identified, brand name specifications may be noted "to match existing equipment". In those instances, offers of alternate products will not be considered.*

6. CANCELLATION. The District reserves the right to cancel, without penalty, this ITB, any resultant contract or any portion thereof for unsatisfactory performance, convenience, cancellation of the project or unavailability of funds.

7. CHANGES. The District may make changes within the general scope of a Purchase Order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of the Purchase Order, an appropriate equitable adjustment will be made. No change by Seller shall be recognized without the prior written approval of the District. Any claim of Seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change. Nothing in this Paragraph shall excuse Seller from proceeding with the performance of the Purchase Order as changed hereunder.

8. CHANGES/ALTERATIONS AFTER AWARD. Changes or alterations after an award can only be made if agreed to in writing by the District.

9. CONFLICT OF INTEREST. Seller shall disclose to the District Purchasing Department the name(s) of any District employee or member of the RRPS Governing Board who has a direct or indirect financial interest in the Seller or in the proposed transaction. A District employee (or Board member) has a direct or indirect financial interest in the Seller or in the proposed transaction if presently or in the preceding twelve (12) months the employee/ Governing Board Member or a close relative has an ownership interest in the Seller (other than as owner of less than 1% of the stock of a publicly traded corporation); works for the Seller, is a partner, officer, director, trustee or consultant to the Seller, has received grant, travel, honoraria or other similar support from the Seller, or has a right to receive royalties from the Seller. Seller shall file a Conflict of Interest Disclosure form with the District Purchasing Department.

10. DEBARMENT AND SUSPENSION CERTIFICATION FORM. Bidder is required to sign the attached SUPPLIER DEBARMENT AND SUSPENSION CERTIFICATION FORM. Failure to provide the District with a completed Conflict of Interest Form may result in the bid submittal being considered non-responsive.

11. PRICE ANALYSIS/BREAKDOWN REQUIRED. A price analysis or breakdown of the bid offer may be required to be submitted with your response.

12. DISCLOSURE OF BID SUBMITTAL CONTENTS: The bid shall be publicly opened. After a contract award has been made all bid submittals and documents pertaining to the bid submittals will be open to the public, except for the material that is proprietary or confidential. The District will not disclose or make public any pages of a bid submittal on which the Seller has stamped or imprinted “proprietary” or “confidential” subject to the following requirements. Proprietary or confidential data shall be readily separable from the bid submittal in order to facilitate eventual public inspection of the non-confidential portion of the bid submittal. Confidential data is normally restricted to confidential financial information concerning the Seller’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products bid or the cost of services proposed shall not be designated as proprietary or confidential information. If a request is received for disclosure of data for which a Seller has made a written request for confidentiality, the District shall examine the Seller’s request and make a written determination that specifies which portions of the bid submittal should be disclosed. Unless the Seller takes legal action to prevent the disclosure, the bid submittal will be disclosed. The bid submittal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

13. DISCOUNTS. If prompt payment discounts apply to this Purchase Order any discount time will not begin until the materials, supplies, or services have been received and accepted and a correct itemized invoice has been received by the District’s Accounts Payable Department. In the event testing is required prior to acceptance, the discount time shall begin upon completion of the tests and acceptance.

14. ELIGIBILITY FOR PARTICIPATION IN GOVERNMENT PROGRAMS. Each party represents that neither it nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this solicitation or any resultant agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in

42 U.S.C. Section 1320a-7, and that each party, its employees and independent contractors are not otherwise ineligible for participation in federal healthcare programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against each party or its employees or independent contractors. Each party shall notify the other immediately upon becoming aware of any pending or final action in any of these areas.

15. EMPLOYEE CERTIFICATION: The Seller and all Seller's employees utilized on the work to be performed under this ITB must have the proper certification(s) and license(s) to comply with State and Local requirements in regard to the work to be performed under this ITB. The Seller shall use only fully qualified and approved service technicians to perform inspections, service and/or repairs covered under this ITB.

16. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION. In performing the services required under this Purchase Order, each party shall be an equal opportunity employer and shall conform to all affirmative action and other applicable requirements; accordingly, each party shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the basis of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or medical condition, sexual preference, prior military involvement or any other manner prohibited by law.

17. EQUIPMENT REQUIRED. The Bidder shall be responsible for supplying and maintaining all equipment and materials necessary to complete the work to be performed under this ITB except as otherwise noted in the Specifications.

18. F.O.B. Unless stated otherwise, the price for goods offered shall be F.O.B. the place of destination, and the place of destination is the District's designated campus address.

19. GOVERNING LAW. This solicitation and any resultant Purchase Order/Agreement shall be construed in accordance with the laws of the State of New Mexico as they pertain to agreements executed and fully to be performed within New Mexico, or federal law where applicable, but in either case excluding that body of law relating to choice of law.

20. INDEPENDENT BUSINESS. Neither Seller nor any of its agents shall be treated as an employee of the District for any purpose whatsoever. Seller declares that Seller is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Purchase Order. Seller further declares that it is engaged in the same or similar activities for other clients and that the District is not Seller's sole or only client or customer.

21. INSPECTION. The District may inspect, at any reasonable time, any part of Seller's plant or place of business, which is related to performance of a resultant Purchase Order/Agreement. Final Inspection will be made at the destination upon completion of delivery of goods and services. Acceptance of delivery shall not be considered acceptance of the goods and/or services furnished. Final inspection shall include any testing or inspection procedures required by the Specifications and/or Terms of Agreement.

22. INSPECTIONS, SELLER. The Seller shall be responsible for securing at Seller's expense, all required inspections to comply with Federal, State and/or Local regulations governing the work performed under this ITB.

23. INSTRUMENTALITIES. Seller shall supply all equipment, tools, materials and supplies to accomplish the designated tasks except as set forth in the Purchase Order/Agreement.

24. NEW MATERIALS REQUIRED. All materials and equipment delivered and/or installed under this ITB shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment. Where two or more units of the same class of materials and/or equipment are required, the units shall be the products of the same manufacturer. Any manufacturer's data supplied with the item(s) shall be submitted to RRPS's authorized representative.

25. OTHER APPLICABLE LAWS. Any provision required to be included in this solicitation or resultant Purchase Order/Agreement by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

26. PATENT AND COPYRIGHT INDEMNITY. Seller shall indemnify, defend and hold harmless the District against all losses, liabilities, lawsuits, claims, expenses (including attorneys' fees), costs, and judgments incurred through third party claims of infringement of any copyright, patent, trademark or other intellectual property rights.

27. PAYMENT TERMS. Upon written request from Seller for payment, the District shall, within 30 days, issue a written certification of complete or partial acceptance or rejection, with payment to follow within 30 days after certificate of acceptance. Late payment charges shall be ½ of 1% per month.

28. RELEASE RRPS GOVERNING BOARD. The Contractor shall, upon final payment of the amount due under a resultant Purchase order/Agreement, release the Governing Board of Rio Rancho Public Schools, their officers and employees, and the State of New Mexico from liabilities, claims and obligations whatsoever arising from the Purchase Order/Agreement. The Contractor agrees not to purport to bind Rio Rancho Public Schools or the State of New Mexico to any obligation not assumed in the Purchase Order/Agreement by the Governing Board of Rio Rancho Public Schools or the State of New Mexico unless the Contractor has express written authority to do so, and then, only within the strict limits of that authority.

29. COMMERCIAL WARRANTY. Bidder agrees that the equipment, supplies or services furnished in response to this ITB shall be covered by the most favorable commercial warranties the vendor and manufacturer gives for such to any customer for such equipment, supplies and services. Bidder agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

30. WORKERS COMPENSATION. No workers compensation insurance has been or will be obtained by RRPS on account of Seller or its employees or agents. Seller shall comply with the workers compensation laws with respect to Seller and Seller's employees and agents.

IV. SPECIFICATIONS

Item #1: Desktops (Labs/Classroom – Elementary, Middle, Basic High School Use) - Quantity: 100 or more	
CPU:	Intel® Core™ i3-7300 Processor (4 GHz, 4 MB cache, 2 cores) + Intel® HD Graphics 630 – Processor End of Life: Must be at least 12 Months from bid
Ram/Memory:	8 GB (2x4 GB) DDR4-2400 Memory
Storage:	128GB SATA 2.5" SSD
Wireless:	Intel® Wireless-AC 9260 Wi-Fi® and Bluetooth® 5 (If not supported use: Intel® Dual Band Wireless-AC 8265 802.11a/b/g/n/ac (2x2) Wi-Fi® and Bluetooth® 4.2)
Video:	1x VGA and 1x DisplayPort
Form Factor:	Small Form Factor
OS:	None or Free Linux (Ubuntu)
Accessories:	Wired Keyboard, Mouse, Power Cord
Power:	Energy Star Compliant
Other Recommendations:	Please do not spec SD card readers, optical drives or dedicated graphics cards. Enterprise/Business/Education Class: These are heavily used enterprise devices that must last in a dynamic high use environment. RRPS reserves the right to disqualify economy models proposed.
End of Life:	Must be at least 12-18 Months from bid
Warranty:	3 year Manufacturer Warranty with 5 year option
Suggested Manufacturer, P/N:	HP ProDesk 400 G4 Small Form Factor
Item #2: Desktops (Very High Yield User, Lab Specific) Qty:62 or more	
CPU:	Intel® Core™ i7-7700 Processor (3.6 GHz, up to 4.2 GHz w/Turbo Boost, 8 MB cache, 4 cores) + Intel® HD Graphics 630 – Processor End of Life: Must be at least 12 Months from bid
Ram/Memory:	16GB (2x8 GB) DDR4-2400 Memory
Storage:	256GB SATA 2.5" SSD
Wireless:	Intel® Wireless-AC 9260 Wi-Fi® and Bluetooth® 5 (If not supported use: Intel® Dual Band Wireless-AC 8265 802.11a/b/g/n/ac (2x2) Wi-Fi® and Bluetooth® 4.2)
Video:	1x DisplayPort and 1x DVI
Graphics Card:	NVIDIA® GeForce® GT 730 Graphics (2 GB, 1 Displayport, 1 DVI, PCIe x8)
Form Factor:	Small Form Factor
OS:	None or Free Linux (Ubuntu)
Accessories:	Wired Keyboard, Mouse, Power Cord
Media:	SD 4 Card Reader
Power:	Energy Star Compliant
Other Recommendations:	Please do not spec optical drive. Enterprise/Business/Education Class: These are heavily used enterprise devices that must last in a dynamic high use environment. RRPS reserves the right to disqualify economy models proposed.
End of Life:	Must be at least 12-18 Months from bid
Warranty:	3 year Manufacturer Warranty with 5 year option
Suggested Manufacturer, P/N:	HP ProDesk 600 G4 Small Form Factor

Item #3: Laptop (10 Key) - Teacher with docking station Quantity: 100 or more	
CPU:	Intel® Core™ i5-8250U and integrated Intel® UHD Graphics 620 – Processor End of Life: Must be at least 12 Months from bid
Ram/Memory:	8 GB (1x8 GB) DDR4-2400 Memory
Storage:	256GB SATA 2.5" SSD
Wireless:	Intel® Wireless-AC 9260 Wi-Fi® and Bluetooth® 5 (If not supported use: Intel® Dual Band Wireless-AC 8265 802.11a/b/g/n/ac (2x2) Wi-Fi® and Bluetooth® 4.2)
Video:	1x VGA (required), 1x HDMI or DisplayPort (preferred)
Laptop/Screen Size:	15.6" Diagonal LED Anti-Glare HD (1366x768)
OS:	None or Free Linux (Ubuntu)
Accessories:	Must include dedicated Docking Station that provides power and ports (Minimum 3 USB) ; No adapters or port replicators
Media:	Integrated HD 720p webcam with dual-microphone array
Media Player:	Integrated DVD±RW Super-Multi Dual-Layer drive
Keyboard:	ClickPad, spill-resistant keyboard with drain, DuraKeys & Backlit with built-in 10 key
Power:	Energy Star Compliant
Other Recommendations:	Please do not spec NFC, fingerprint readers, or WWAN Broadband Wireless. Enterprise/Business/Education Class: These are heavily used enterprise devices that must last in a dynamic high use environment. RRPS reserves the right to disqualify economy/consumer models proposed.
System End of Life:	Must be at least 12-18 Months from bid
Warranty:	3 year Manufacturer Warranty with 5 year option
SuggestedManufacturer, P/N:	HP Probook 650 G4 Notebook PC
Item 4: Laptop - HP Folios for Principals and Ed Techs with docking station Quantity: 20 or more	
CPU:	Intel® Core™ i5-7200U processor (2.50 GHz, up to 3.10 GHz with Turbo Boost, 3 MB Cache, 2 core) + Intel® HD Graphics 620 – Processor End of Life: Must be at least 12 Months from bid
Ram/Memory:	8 GB DDR4-2133 Memory
Storage:	256GB M.2 PCIe Gen 3x4 NVMe TLC SSD
Wireless:	Intel® Wireless-AC 9260 Wi-Fi® and Bluetooth® 5 (If not supported use: Intel® Dual Band Wireless-AC 8265 802.11a/b/g/n/ac (2x2) Wi-Fi® and Bluetooth® 4.2)
Video:	1x HDMI
Laptop/Screen Size	14" Diagonal LED Anti-Glare FHD (1920x1080)
OS:	None or Free Linux (Ubuntu)
Accessories:	Must include dedicated Thunderbolt 3 Dock that provides 90w power, Minimum 3 USB 3.0 ports, 1 x RJ-45 port, 1 x VGA and 2 x DisplayPort ports ; No adapters or port replicators
Media:	Integrated HD 720p webcam with dual-microphone array
Keyboard:	ClickPad, spill-resistant keyboard with drain, DuraKeys & Backlit
Power:	Energy Star Compliant
Other Recommendations:	Please do not spec NFC, fingerprint readers, or WWAN Broadband Wireless. Enterprise/Business/Education Class: These are heavily used enterprise devices that must last in a dynamic high use environment. RRPS reserves the right to disqualify economy/consumer models proposed.
System End of Life:	Must be at least 12-18 Months from bid
Warranty:	3 year Manufacturer Warranty with 5 year option
SuggestedManufacturer, P/N:	HP EliteBook 1040 G4

Item #5: Chromebase (Touchscreen) + Management- Quantity: 60 or more	
CPU:	Intel® Celeron® 3215U processor Dual-core 1.70 GHz
Ram/Memory:	4 GB DDR3L SDRAM
OS:	Chrome OS™
Storage:	16 GB SSD
Wireless:	802.11 Wireless-AC 2x2 and Bluetooth 4.0
Screen Size:	23.8" Touchscreen IPS FHD (1920 x 1080) with 10-point multi-touch technology
Accessories:	USB Keyboard and Mouse
Media:	Integrated HD Webcam
Ports & Connectors:	1x USB 2.0, 3x USB 3.1 Gen 1, Network (RJ-45), 1x HDMI® Output
Other Recommendations:	Google Admin Chrome License , 4 microphones, built-in dual speakers
Power:	65W PSU
Warranty:	1 year with 3 year option
Mounting options:	Wall mounting rotating arm optional but pricing please
SuggestedManufacturer, P/N:	ACER Chromebase 24 CA241
Item #6: B/W Laser Network printer - Quantity: 15 or more	
Brand:	HP
Model:	LaserJet Enterprise M506dn
Function:	Print,Duplex
Speed PPM:	Up to 45ppm
Network capable:	Yes
Resolution DPI:	Up to 1200 x 1200 dpi
Monthly duty cycle:	2000 to 7500
Recommended monthly page volume:	250 to 2500
Technology:	Laser
Replacement Cartridges:	HP 87A Black Original LaserJet Toner Cartridge (~9000 pages) CF287A, HP 87X Black Original LaserJet Toner Cartridge (~18,000 pages) CF287X
Connectivity Standards:	1 Hi-Speed USB 2.0 device port; 2 Hi-Speed USB 2.0 host ports ; built-in Fast Ethernet 10Base-T/100Base-Tx, Gigabit ethernet 1000Base-T
Spec Sheet URL:	http://store.hp.com/wcsstore/hpusstore/pdf/f2a69a.pdf
Warranty:	1 year with 3 year option
Model:	HP LaserJet Enterprise M506dn
Item #7: Ultra Short Throw Projectors + Mounts- Qty: 20 or more	
Brand:	Epson
Model:	PowerLite 680 XGA 3LCD Ultra Short-throw Presentation Display - Brighter Future Education Pricing ONLY
Lumens Color:	3500
Lumens White:	3500
Native Resolution:	XGA (1024x768)
Wireless:	802.11 Wireless-N (Quote Option Please)
Native Aspect Ratio:	4:3
Contrast Ratio:	Up to 14,000:1
Light Source:	Long-life lamp (Up to 10,000 hours)
Inputs:	3x HDMI
Wireless Support:	Must be capable of wirelessly sharing content from up to four devices, including Chromebooks
Mount:	Ultra short-throw Wall Mount (ELPMB46)
Warranty:	2 year Manufacturer Warranty
SuggestedManufacturer, P/N:	Epson PowerLite 680 XGA 3LCD Ultra Short-throw Presentation Display

Item #8: Document Cameras-50 or more	
Brand:	AVer
Model:	U70
USB:	USB 3.0 (Functions as PC connectivity and Power)
Pixel Count:	8 megapixels
Sensor:	1/3.06" CMOS
Zoom:	16X Digital Zoom
Focus:	Auto
Exposure:	Auto/Manual
Frame Rate:	60 fps ** at 720P/1080P (live USB streaming), 30 fps at 4K (live USB streaming)
Shooting Area:	Max. 20.8" x 15.5" (530mm x 396mm @ max height) *at 16:9, shooting area 21.4" x 12.0" *at 5:4, shooting area 19.6" x 15.6"
Lamp Type:	LED light
Microphone:	Built-in
Rotate:	Rotate image
Folded:	9.5" x 7.3" x 1.7" ; 242mm x 187.5mm x 44mm (+/- 2mm include rubber foot)
Weight	3.7 lbs (1.7kg)
Operating systems:	Windows 10 (32/64 bit)
Software:	Use U70's free Sphere2 & ClassSend software to inspire innovative lesson creation and build classroom engagement.
SuggestedManufacturer, P/N:	AVer U70 USB Document Camera
Item #9: Monitor - Student 5 or more	
Monitor Size:	19"-22"
Resolution:	Minimum HD+ (1600 x 900)
Connections:	1x VGA and 1x DisplayPort or HDMI
Contrast:	1000:1 static; 5000000:1 dynamic
Back Light:	LED Backlit
Power:	Energy Star Compliant
Warranty:	1 Year Manufacturer Warranty
Suggested/Preffered Model:	HP ProDisplay P203 20-inch Monitor
Item #10: Monitor - Economy 5 or more	
Monitor Size:	19"
Resolution:	Minimum (1280x1024)
Connections	1x VGA
Contrast:	1000:1 static; 1000000:1 dynamic
Back Light:	LED Backlit
Power:	Energy Star Compliant
Warranty:	1 Year Manufacturer Warranty
Suggested/Preffered Model:	HP ProDisplay P19A 19-inch LED Backlit Monitor
Item #11: Monitor - Staff Regular 5 or more	
Monitor Size:	21" - 23"
Resolution:	FHD (1920x1080)
Connections	1x VGA and 1x DisplayPort (required). 1x HDMI (preferred)
Contrast:	3000:1 static; 5000000:1 dynamic
Back Light:	LED Backlit
Power:	Energy Star Compliant
Warranty:	1 Year Manufacturer Warranty
Suggested/Preffered Model:	HP ProDisplay P240va 23.8-inch Monitor

Item #12: Monitor - Staff Large	5 or more
Monitor Size:	24" - 28"
Resolution:	FHD (1920 x 1080)
Connections	1x VGA and 1x DisplayPort (required). 1x HDMI (preferred)
Contrast:	1000:1 static; 5000000:1 dynamic
Back Light:	LED Backlit
Power:	Energy Star Compliant
Warranty:	1 Year Manufacturer Warranty
Suggested/Preferred Model:	HP EliteDisplay E273 27-inch Monitor

NOTE: As part of the pricing submittal requirement, bidders are also requested to provide a digital image and product description/specification sheet for each of the twelve (12) solicited items that are referenced in this ITB. Additionally, a copy of this information shall be included in the thumb drive that was referenced on page 5, "Number of Copies of Bid".

APPENDIX A

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.

“**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) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX B
Resident Veterans Preference Certification

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

Please check one box only

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

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

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

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

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

Representative)*

(Date) (Signature of Business

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or =award of the procurement involved if the statements are proven to be incorrect.

APPENDIX C

**CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM**

As utilized herein, the term "Vendor" shall mean that entity submitting a bid to Rio Rancho Public Schools in response to the above referenced request for bid.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge: No employee or board member of Rio Rancho 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 Rio Rancho 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 Rio Rancho 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 Rio Rancho Public School's Procurement Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named **and that the information contained in this document is true and accurate to the best of their knowledge.**

Signature: _____

Name of Person Signing (typed or printed): _____

Title: _____

Date: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____

APPENDIX D

BIDDER INFORMATION/SIGNATURE PAGE

THE UNDERSIGNED AGREES TO FURNISH SERVICES AND MATERIALS AS REQUIRED BY THE TERMS AND CONDITIONS OF THIS BID DURING THE TME PERIOD SPECIFIED. AN AUTHORIZED REPRESENTATIVE OF THE COMPANY MUST SIGN ALL ITBs.

PLEASE RETURN THIS PAGE COMPLETED IN FULL WITH YOUR BID.

NAME OF FIRM OR BIDDER _____
STREET ADDRESS _____
PO BOX _____
CITY/STATE/ZIP CODE _____
TELEPHONE NUMBER _____
FAX NUMBER _____
EMAIL ADDRESS _____

AUTHORIZED SIGNATURE _____

TYPE OR PRINT NAME OF ABOVE

TITLE

ALTERNATE CONTACT _____
STREET ADDRESS _____
PO BOX _____
CITY/STATE/ZIP CODE _____
TELEPHONE NUMBER _____
FAX NUMBER _____
EMAIL ADDRESS _____

TYPE OR PRINT NAME OF ABOVE

TITLE