



**RIO RANCHO PUBLIC SCHOOLS
PURCHASING DEPARTMENT
500 LASER RD NE
RIO RANCHO, NEW MEXICO 87124**

Invitation to Bid Number: 2025-001-FAC

TITLE: Paint and Paint Supplies

Submittal Due Date: August 29, 2024

Time: 2:00 PM (MT)

**Location: Rio Rancho Public Schools
Attn: Michael Madrid CPO, CPPB
Director of Purchasing/Chief Procurement Officer
500 Laser Road NE
Rio Rancho, NM 87124**

Submittal: Electronic Submittal

<https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=056be398-47ac-419f-bf5d-2a8035f9fd27>

Non-Mandatory Virtual Pre-Bid Meeting on August 14, 2024 @ 10:00 a.m.

NOTE: To access google meet, hover over the meeting ID link, hold down control button on the keyboard and then click on the link.

Meeting ID

meet.google.com/mwr-jjrc-pnm

Edit

Phone Numbers

(US)+1 413-398-0182

PIN: 365 921 873#

TERM: The term of any contract shall be from the date of execution and shall run for a twelve-month period. Contracts shall be eligible for an automatic annual renewal not to exceed a total of FOUR years.

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ATTENTION:

Bids must be submitted electronically via Vendor Registry by required date and time as noted on ITB/RFP documents.



Solicitation List Link:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=056be398-47ac-419f-bf5d-2a8035f9fd27>

Vendor Registry Link:

<https://vrapp.vendorregistry.com/Vendor/Register/Index/rio-rancho-public-schools-purchasing-nm-vendor-registration>

Vendor Registry's Log in (This link is for the vendor's to log in through to go to their Bid Center where they can find all of their bids with their registered buyers. They can also access your bids through your solicitation link): vrapp.vendorregistry.com

CONTACT INFORMATION

Any inquiries or requests regarding this procurement should be submitted to the Director of Purchasing/Chief Procurement Officer. Please be advised that other RRPS employees do not have the authority to respond on behalf of RRPS.

RRPS”) is seeking to establish a price agreement for Paint and Paint Supplies on-demand. (*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.

I. OVERVIEW OF ITB AND PROJECT

A. PURPOSE OF THIS REQUEST FOR BIDDERS

Rio Rancho Public Schools (RRPS) is requesting competitive sealed bids with the intent of entering into a contract for paint and paint supplies. All potential Offerors are to read, understand and accept the requirements of this Request for Bids, especially the **mandatory requirements**.

B. BACKGROUND – RIO RANCHO PUBLIC SCHOOLS

Rio Rancho Public Schools was founded in 1994 and is the third largest school district in New Mexico with 2,340 staff members. Enrollment, as of December of 2017, includes 17,227 students across 19 schools (1 preschool, 10 elementary schools, 4 middle schools and 4 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.

C. PROJECT DESCRIPTION

Rio Rancho Public Schools (RRPS) is requesting competitive sealed bids with the intent of entering into a contract for paint and paint supplies. Potential Bidders are to read, understand and accept the requirements of this Invitation to Bid (ITB), especially the **mandatory requirements**.

D. PROJECT FUNDING

Rio Rancho Public Schools has operational and other funds to purchase paint and paint supplies.

E. NON-MANDATORY PRE-BIDDER MEETING

Non-Mandatory Virtual Pre-Bid Meeting on August 14, 2024 @ 10:00 a.m.

NOTE: To access google meet, hover over the meeting ID link, hold down control button on the keyboard and then click on the link.

Meeting ID

meet.google.com/mwr-ijrc-pnm

Edit

Phone Numbers

(US)[+1 413-398-0182](tel:+14133980182)

PIN: 365 921 873#

F. RRPS BEHAVIORAL POLICIES APPLY TO CONTRACTOR'S PERSONNEL

All current behavioral policies of the RRPS Board of Education such as, but not limited to, "no smoking" and "no alcoholic beverages" on RRPS property, shall be deemed to be in force for the Contractor's work forces when they are on RRPS property, including the project work site.

G. METHOD OF AWARD(S):

The Owner intends to award this procurement to the lowest responsive Bidder(s) in accordance with the Request for Bid requirements. Further, based on the district's needs, RRPS reserves the right to issue a multiple award(s). The Owner reserves the right to reject any and all bidders, to waive technical irregularities, and to award(s) the contract to the Bidder whose bidder it deems to be in the best interest of the Owner.

***NOTE: Please read all of the ITB documents carefully for mandatory requirements.**

II. CONDITIONS GOVERNING THE PROCUREMENT

A. EXPLANATION OF SELECTION PROCESS EVENTS

Paint and Paint Supplies

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
Publish ITB/RFP	Procurement	August 04-2024
Issue ITB/RFP https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=056be398-47ac-419f-bf5d-2a8035f9fd27	Procurement	August 05, 2024
Pre-Bid/Proposal Conference (Non-Mandatory) Location: Rio Rancho Public Schools District Office Training Center, Training Room 2, 500 Laser Rd. NW, Rio Rancho, NM. Access to the meeting is also available virtually using the following meeting link. NOTE: To access google meet, hover over the meeting ID link, hold down control button on the keyboard and then click on the link.	Procurement	August 14-2024 @ 10:00 A.M.
Deadline to submit written questions Upload to: https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=056be398-47ac-419f-bf5d-2a8035f9fd27	Potential Bidder/Offeror	August 21-2024 @ 2:00 p.m.
Issue Addenda: (If Required) Proposal submittals must be submitted electronically to: https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=056be398-47ac-419f-bf5d-2a8035f9fd27	Procurement	August 22-2024
Submission of ITB/RFP: Electronic submission: Link: Proposal must be submitted electronically to: https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=056be398-47ac-419f-bf5d-2a8035f9fd27	Bidders/Offeror	August 29-2024 @ 2:00 p.m.
A public reading of bid submittals will occur at: (ITB's only) Location: Rio Rancho Public Schools District Office Training Center, 500 Laser Rd. NW, Rio Rancho, NM. Access to the meeting is also available virtually using the following meeting link.		August 29, 2024 @ 2:10 p.m.
Recommendation of Award To Audit Committee and Governing Board	Procurement Director	September 09-2024
Contract Negotiations	District	TBD
Issue Notice of Award, prepare contract	District	TBD

NOTICE: RRPS reserves the sole right, without incurring any liability, to change any aspect of the proposed procurement described above, including the right not to proceed with the procurement and/or the right to proceed in a different manner or on a different timeline than as described above.

1. Issue ITB

This ITB is issued by the Rio Rancho Public Schools in accordance with the provisions of Sections 13-1-111 and 13-1-117 NMSA 1978,

The Request for Bidders (ITB) documents consist of all the documents listed in the Table of Contents and all documents incorporated in this ITB.

2. Non-Mandatory Pre-Bidder Conference

This meeting provides potential Bidders an opportunity to request clarification about the procurement process and discuss the intent of the bidder. A representative from each interested contractor should attend. **Please refer to the sequence of events for location, date and time.**

3. Submission of Written Questions

This deadline for the submission of written is identified in the sequence of events schedule.

All questions, shall be uploaded to Vendor Registry:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=056be398-47ac-419f-bf5d-2a8035f9fd27>

4. Last Addendum Prior to Submission of Bidders

This is the deadline by which RRPS must issue all addenda for this procurement so that Bidders have time to finalize their bidders. Refer to the **sequence of events** for identification when the last addendum will be posted to the procurement website.

All addenda shall become part of the Request for Bidders and any information required shall be included in each Bidder's bidder.

5. Submission of Bids shall be uploaded to Vendor Registry:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=056be398-47ac-419f-bf5d-2a8035f9fd27>

Opening of Bidders: Bids will be opened publicly at the date, time and location referenced in the **sequence of events**.

6. RRPS Board Approval

The Procurement Department shall present the selected Bidder's to the RRPS Board of Education for approval at their next regularly scheduled meeting.

7. Notice of Award(s)

RRPS Procurement shall prepare the Notice of Award(s) and send it to the selected Bidder(s).

B. STANDARD CONDITIONS GOVERNING THE PROCUREMENT

This section contains guidelines under which this ITB is issued, and conditions concerning how the project will be completed.

The Owner may evaluate the Bidders based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Bidders and re-solicit for new Bidders, or to reject any and all Bidders and temporarily or permanently abandon the Project, should the need arise. Owner makes no representations, written or oral, that it will enter into any form of agreement with any Bidder.

1. Protests

In accordance with Section 13-1-172 NMSA 1978, any Bidder who is aggrieved in connection with a solicitation or the award(s) of a contract may protest to the Procurement Director. The protest must be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest. Protests must be submitted in written form to:

Michael Madrid, CPO, CPPB
Director of Purchasing/Chief Procurement Officer
500 Laser Road NE
Rio Rancho, NM 877124

The protest letter shall include the name and address of the protestant, the solicitation number, and a statement of the grounds for protest, including appropriate supporting exhibits.

2. 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.

3. Amendments or Modifications to a Bidder by Bidder

A Bidder may submit an amended bid prior to the deadline for receipt of bids. Such an amended bid must be a complete replacement for a previously submitted bid and must be clearly identified as such in the transmittal letter. Owner personnel will not collate or assemble bid materials for the Bidder.

4. Bidder's Rights to Withdraw Bid

No Bidder may withdraw their bid for **30 days** after the actual date of the receipt thereof (Bidder Due Date).

5. Termination of ITB

This ITB may be canceled at any time and any and all bids may be rejected in whole or in part when the Owner determines such action to be in the best interest of RRPS. The ITB process may be terminated at any time if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Bidder.

6. Sufficient Appropriation

Any contract(s) 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 the determination is made that there is insufficient funding to continue or finalize a project, the successful Bidder will be compensated to the level of effort performed, as authorized by the Owner prior to that determination.

7. Bidder Qualifications

RRPS may consider any relevant information or data, from any reliable source (references) relating to the ITB to ensure the Bidder's ability to successfully perform. Such information may be obtained from the Bidder's prior customers, commercial and public databases or other reliable sources. The Bidder shall furnish to Owner all such information and data for this purpose as Owner may request including but not limited to proof of financial resources, production or service facilities, personnel and experience adequate to complete the project. Owner reserves the right to reject any Bidder if the evidence submitted by, or investigation of, such Bidder fails to satisfy Owner that such Bidder is qualified to carry out the obligations of the Contract and to complete the work described therein.

Bidder who is not a responsible Bidder or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978 will not be considered.

8. Right to Waive Technical Irregularities

RRPS reserves the right to waive technical irregularities per state code 13-1-132, (see "Technical Irregularities" in Definitions and Terminology section below). RRPS also reserves the right to waive mandatory requirements provided that all of the otherwise responsive bidders 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.

9. Potential Civil and Criminal Penalties

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

10. Release of Information

Only the Owner is authorized to release information covered by this ITB. The Bidders must refer to the Owner any requests to release any information that pertains to the work or activities covered by any action or award(s) related to this ITB.

11. Licensing Requirements

The Contractor and subcontractors shall comply with all licensing laws and regulations. The Contractor shall, as part of the bidder, provide copies of all of the Contractor's business license which are necessary to perform the work in the State of New Mexico.

12. Non-Conforming Bidders

Bidders will be reviewed, for completeness, format and compliance with the requirements of the ITB. Incomplete bidders will be considered non-responsive and subject to rejection.

Bidders that are qualified with conditional clauses, alterations, items not called for in the ITB documents, or irregularities of any kind are subject to rejection by the Owner, at its option.

If any bidder is deemed non-responsive the Bidder will be notified in writing of such determination.

13. Procurement Under Existing Contracts

In accordance with NMSA 13-1-129, bidders are hereby notified that other governmental entities, other school districts, and municipalities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded bidder(s). Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with NO obligation to Rio Rancho Public Schools.

C. DEFINITIONS AND TERMINOLOGY

This section contains definitions that are used throughout this Request for Bidders (ITB), including appropriate abbreviations.

“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.

“Architect” means a member of the project team who is a New Mexico licensed architect and is responsible for the architectural services.

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

“Bidder” is any person, corporation, or partnership who chooses to submit a bidder in response to this ITB, with the intent of providing construction services for this project.

“Contractor” means successful Bidder awarded the contract that holds a current State of New Mexico contractor license.

“Contract” means an agreement between Rio Rancho Public Schools and a New Mexico licensed contractor for the work covered by this ITB.

“Contract Documents” means any one, or combination, of the following documents: Request for Bidder, Addenda, Agreement between the Owner and the Contractor for General Conditions of the Contract, and the drawings and specifications.

“Contractor” means any person, corporation, or partnership that has entered into a contract with a state agency or a local public body.

“Design Professional” means architect or engineer.

“Determination” The written documentation of a decision made by RRPS including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Engineer” means a member of the project design team who is a New Mexico licensed engineer and is responsible for the engineering services.

“Firm” means the company or other business entity for the purpose of identifying, individually or collectively: a contractor, or a subcontractor, of any tier, whether basic trade subcontractor, subcontractor or other.

“General Provisions” - The terms **“can”, “may”, “should”, “preferably”, or “prefers”** identifies a desirable or discretionary item of the ITB. Failure to comply with such an item will not result in the rejection of the Bidders bidder.

“ITB documents” means any one or any combination of the following documents: Request for Bidders, technical bidder; price bidder; financial bidder; contractor’s qualifications statement.

“Mandatory Requirements” - The terms **“must,” “shall,” “will,” “is required,” or “are required”** identify a mandatory requirement of this ITB. Failure to comply with such a mandatory factor may result in the rejection of the Bidder’s bidder. Rejection of the bidder will be subject to review by RRPS.

“Native American Resident Contractor” - is a contractor that has applied to the NM Taxation and Revenue Department, qualified, and been issued a valid Veteran Resident Preference Certificate pursuant to Section 13-1-22 NMSA 1978.

“Owner”, as defined in the Agreement Between the Owner and Contractor, shall be Rio Rancho Public Schools.

“Pre-listed subcontractors” means the subcontractors, of any tier, that the Bidder is required to list at the time it submits a bidder in response to this request for bidders.

“Prime Contractor” means the New Mexico licensed contractor selected.

“Project Architect, Project Engineer, Contract Engineer or Contract Architect” means architect/engineer.

“Project Design Team or Contract Architect or Engineer Design Team” means all members of the Design Professional’s firm, including its consultants, who are responsible for the design of and who will be participating in the construction and completion of the project.

“Bidder” is the Bidder’s response to this ITB.

“Request for Bidders” or **“ITB”** means this document, any attachments incorporated by reference, and any amendments issued for use in soliciting bidders for construction of this project.

“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 BUSINESS, NATIVE AMERICAN BUSINESS OR VETERAN RESIDENT BUSINESS PREFERENCE CERTIFICATE IN ACCORDANCE NMSA 13-1-21 AND 13-1-22 EFFECTIVE JULY 1, 2022:

It will be the sole responsibility of any Proposer claiming a Resident Business, Native American Business Preference or Veteran Resident Business Preference to apply to the State of New Mexico Department of Taxation and Revenue for the proper certification and to receive approval, a certification number, and a certificate prior to the date and time for receipt of Proposals. Requests for qualification as a Resident Business, Native American Business or a Veteran Resident Business after receipt of Proposals will not be considered.

1. To receive a Resident Business Preference or a Native American Business preference, a business or contractor shall submit with its Proposal, a copy of a valid resident business certificate or valid Resident/Native American certificate issued by the NM Taxation and Revenue Department.
2. When a public body award(s) a contract using a formal request for proposals process, a resident contractor shall be awarded the equivalent of five percent of the total possible points to be awarded based on the resident contractor possessing a valid resident contractor certificate.

3. To receive a Veteran Resident Business Preference, contractor shall submit with its Proposal, a copy of a valid veteran resident business certificate issued by the NM Taxation and Revenue Department.
4. The preference is limited in any calendar year, to an aggregate of \$3,000,000 in purchases by public bodies from all resident veteran businesses receiving preferences.
5. The preferences do not apply when the expenditure includes federal funds for a specific purchase.
6. In addition to the veteran resident preference certificate, the veteran resident contractor shall provide any addition documentation required to validate the percentage of preference to be awarded.
7. If there is a joint proposal or joint proposal by a combination of Resident, Native American, Veteran resident or nonresident businesses, the preference shall be calculated in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by each business as specified in the joint Proposal or proposal.

“Responsive Offer” or “Responsive Bidder” An offer or bidder which conforms in all material respects to the requirements set forth in the ITB as determined by the RRPS Procurement. Material respects of an ITB include, but are not limited to quality, quantity or delivery requirements.

"Responsible Bidder" means an Bidder who submits a responsive bidder 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 bidder.

“Selection” A formal written notice by the construction buyer, RRPS Procurement that a firm has been selected to enter into a contract to provide this service.

“Statement of Qualifications Forms” means the forms included as a part of this ITB, which all Bidders shall complete, including the qualifications for the Team member.

“Technical Irregularities” Are matters of form rather than substance evident from the bidder document, or insignificant mistakes that can be waived or corrected without prejudice to other Bidders; that is, when there is no effect on price, quality or quantity. RRPS Procurement may waive such irregularities, or allow a Bidder to correct them, if either is in the best interest of Rio Rancho Public Schools. Examples include the failure of a Bidder to:

- a) Submit the number of signed bidders required by the ITB;
- b) Sign the bidder, but only if the unsigned bidder is accompanied by other material indicating the Bidder’s intent to be bound; or
- c) Acknowledge receipt of an amendment to the ITB, but only if: a) it is clear from the bidder that the Bidder received the amendment and intended to be bound by its terms; or b) the amendment involved had no effect on price, quality or quantity.

"User" means the school district staff occupying the facility or facilities, for which a project is being designed.

"User Contact" is the person designated by the District to speak on behalf of the staff concerning the scope of work and programming requirements for the project.

“Veteran Resident Contractor” - is a contractor that has applied to the NM Taxation and Revenue Department, qualified, and been issued a valid Veteran Resident Preference Certificate pursuant to Section 13-1-22 NMSA 1978.

III. BIDDER RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF BIDDERS

Each Bidder's bidder shall upload one (1) complete digital bid.

B. SUBMISSION OF BIDDERS INFORMATION

By the date and time of Submission Bidder shall upload one (1) original digital copy of each of the following documents:

- Item 1 **Bidder Information Form** (including the information listed immediately below)
 - NM State Business License
 - Resident Business Contractor, Veteran Resident Business Contractor, or Native American Business Contractor Preference Number
 - NM DOL (Workforce Solutions) Certificate Number
 - Contractor's New Mexico Gross Receipts Tax Number
 - Contractor's Federal Employee Identification Number
 - Acknowledgment of Receipt of Addenda (If applicable)
 - Price
 - Signature and Corporate Seal (if applicable)
- Item 2 **Certificate of Insurance**
- Item 3 **Resident Business Contractor, Veteran Resident Business Contractor, or Native American Business Contractor (If applicable – A copy of the actual certificate is required with the ITB Submittal)**
- Item 4 **Campaign Contribution Disclosure Form**
- Item 5 **Conflict of Interest and Debarment/Suspension Certification Form**
- Item 6 **Contractor's State of NM W-9 Form**
- Item 7 **Bidder's Business License(s)**

C. PRICE DETAILED REQUIREMENTS

ITEM 1 - PRICE BIDDER FORM:

- A. Price - Bidders shall be presented in the form provided herein.
- B. The bidder, bearing original signatures, must be typed or hand-written in ink on the Price Bidder Form.
- C. Bidder price shall not include state gross receipts or local options taxes. Taxes will be included in the Contracted Amount at prevailing rates as a separate item to be paid by Owner.
- D. Before submitting a bidder, each Bidder shall carefully examine the ITB; and shall include in the bidder the cost of all items required by the ITB. If the contractor observes that portions of the Contract Documents are at variance with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the contractor shall promptly notify the specified RRPS Representative and the necessary changes shall be accomplished by addendum.

ITEM 2 - CERTIFICATE OF INSURANCE:

Bidder shall provide a Certificate of Insurance that meets the requirements listed in Project Manual Section 00 6000 Bond and Insurance.

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

ITEM 3 - RESIDENT BUSINESS, NATIVE AMERICAN BUSINESS OR VETERAN RESIDENT BUSINESS PREFERENCE CERTIFICATE IN ACCORDANCE NMSA 13-1-21 AND 13-1-22 EFFECTIVE JULY 1, 2022:

It will be the sole responsibility of any Proposer claiming a Resident Contractor Preference or Veteran Resident Contractor Preference to apply to the State of New Mexico Department of Taxation and Revenue for the proper certification and to receive approval, a certification number, and a certificate prior to the date and time for receipt of Bidders. Requests for qualification as a Resident Contractor or a Veteran Resident Contractor after receipt of Bidders will not be considered.

8. To receive a resident business preference, a business or contractor shall submit with its Bidder or bidder a copy of a valid resident business certificate or valid resident contractor certificate issued by the NM Taxation and Revenue Department.
9. When a public body award(s) a contract using a formal request for bid process, a resident contractor shall be awarded the equivalent of five percent of the total possible points to be awarded based on the resident contractor possessing a valid resident contractor certificate.
10. To receive a veteran resident contractor preference, contractor shall submit with its Bidder or bidder a copy of a valid veteran resident contractor certificate issued by the NM Taxation and Revenue Department.
11. The preference is limited in any calendar year, to an aggregate of \$3,000,000 in purchases by public bodies from all resident veteran businesses receiving preferences.
12. The preferences do not apply when the expenditure includes federal funds for a specific purchase.
13. In addition to the veteran resident preference certificate, the veteran resident contractor shall provide any addition documentation required to validate the percentage of preference to be awarded.

14. If there is a joint Bidder or joint bidder by a combination of resident veteran, resident or nonresident businesses, the preference shall be calculated in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by each business as specified in the joint Bidder or bidder.

ITEM 4 - CAMPAIGN CONTRIBUTION DISCLOSURE FORM:

The blank form is included in an Appendix of this ITB. Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. 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.

ITEM 5 – CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM:

Each Bidder shall complete this form (which is provided in the Appendix of the ITB) and include it in their bidder.

ITEM 6 – CONTRACTOR’S STATE OF NM W-9 FORM:

Each Bidder shall complete and provide a State of New Mexico W-9 Form.

ITEM 7 – BIDDER’S BUSINESS LICENSE(S)

Each Bidder shall provide a photocopy of their License as required to perform the referenced services in the State of New Mexico.

IV. TECHNICAL SPECIFICATIONS

A. GENERAL REQUIREMENTS

Intent: To establish pricing for paint and paint supplies. RRPS reserves the right to make multiple awards.

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 Bidder to correct without charge within a reasonable time, or require delivery at an equitable reduction in price; at the District's option. Bidder shall reimburse the District for all incidental and consequential costs related to unaccepted goods or services. Notwithstanding final acceptance and payment, Bidder 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
ATTN: Michael Madrid, CPO, CPPB, Director of Purchasing/Chief Procurement Officer
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 Bidder 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 Bidder 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 Bidder 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 Bidder shall be recognized without the prior written approval of the District. Any claim of Bidder for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Bidder of notification of such change. Nothing in this Paragraph shall excuse Bidder 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. Bidder 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 Bidder or in the proposed transaction. A District employee (or Board member) has a direct or indirect financial interest in the Bidder 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 Bidder (other than as owner of less than 1% of the stock of a publicly traded corporation); works for the Bidder, is a partner, officer, director, trustee or consultant to the Bidder, has received grant, travel, honoraria or other similar support from the Bidder, or has a right to receive royalties from the Bidder. Bidder 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 Bidder 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 Bidder’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 Bidder has made a written request for confidentiality, the District shall examine the Bidder’s request and make a written determination that specifies which portions of the bid submittal should be disclosed. Unless the Bidder 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.

14. 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 Bidder and all Bidder'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 Bidder 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 Bidder nor any of its agents shall be treated as an employee of the District for any purpose whatsoever. Bidder declares that Bidder 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. Bidder further declares that it is engaged in the same or similar activities for other clients and that the District is not Bidder's sole or only client or customer.

21. INSPECTION. The District may inspect, at any reasonable time, any part of Bidder'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, BIDDER. The Bidder shall be responsible for securing at Bidder's expense, all required inspections to comply with Federal, State and/or Local regulations governing the work performed under this ITB.

23. INSTRUMENTALITIES. Bidder 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. Bidder 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 Bidder 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 Bidder or its employees or agents. Bidder shall comply with the workers compensation laws with respect to Bidder and Bidder's employees and agents.

31. REGULATIONS & LICENSING: Contractor shall ensure that they are properly licensed (a copy of license is required with bid submittal) and will comply with all regulatory agency, codes, New Mexico State Health Code, Fire Code, OSHA regulations and any other regulatory agency that may have oversight to the services provided. Additionally, the contractor shall ensure compliance with RRPS Facilities requirements.

Contractor shall take all necessary precautions to protect the site occupants from hazardous conditions. The contractor shall abide by all occupational safety and health administration (OSHA) regulations and all State of New Mexico Environment Improvement Board Occupational Health & Safety regulations that apply to this contract.

32. OSHA REGULATIONS. The Bidder shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations, the State of New Mexico Environmental Improvement Board's Occupational Health and Safety Regulations that apply to the work performed under this ITB. The Bidder shall defend, indemnify, and hold RRPS free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including but not limited to, fines or penalties, judgments, court costs and attorney's fees.

33. Basis of award: Award will be made to the lowest responsible and responsive bidder(s) who shall offer the most competitive prices for comparable services. RRPS reserves the right to make multiple awards as may be necessary to have all categories represented, or as may otherwise be in the best interest of the District.

34. Taxes: RRPS is exempt from Federal Excise Taxes and from New Mexico Gross Receipts Taxes on materials. Services are not exempt. Taxes on services should be included as a separate line item and not included in the base price offer. Applicable taxes are excluded from the ITB evaluation. A non-taxable transaction certificate is available on the RRPS Purchasing Department web site: <http://finance.rrps.net> under Purchasing and Procurement.

35. Payroll or employment taxes: No federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid by RRPS with respect to payments to Bidder or on behalf of Bidder its agents or employees. Bidder shall withhold and pay any such taxes on behalf of its employees as required by law. The payroll or employment taxes that are the subject to this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. If Bidder is not a corporation, Bidder further understands that Bidder may be liable for self-employment (Social Security) tax, to be paid by Bidder according to law.

36. Waiver: The Contract shall contain a provision that states that no waiver of any breach of the Contract or any terms or conditions thereof shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid, alleged or binding unless the same shall be in writing and signed by the party to have granted the waiver.

SPECIFICATIONS

- 1. Scope of Work:** RRPS invites you to bid on a procurement to establish a price agreement for manufacturer percentage discount from list for paint and paint supplies. Additional items may be added to this price agreement through the term of the contract. The identified percentage discount from manufacturer list may be negotiated.
- 2. Scheduling:** The ordering of paint and paint supplies shall be coordinated through RRPS Facilities Department. In addition to providing a breakdown of paint and paint supplies, and freight, the contractor shall also provide an expected time for completion of services.
- 3. Payment:** It shall be the responsibility of the contractor to properly document all parts required for repairs and services performed in order to ensure that payment requests are properly verified. If RRPS cannot verify satisfactory completion of work, payment of invoices for work performed may be delayed until such verification has occurred.
- 4. Pricing:** A pricing matrix is provided as an attachment, which identifies a listing for product pricing. A percentage discount from published list is required for paint and paint supplies. It should be noted that RRPS would issue a determination on additional items that may be required on a case-by-case basis. No items outside the general scope of work shall be allowed.

Bidder may identify additional pricing that is not referenced in the pricing matrix for consideration by RRPS.

- 5. Discount from List:** The ordering of parts, maintenance and repairs shall be coordinated through RRPS Transportation. All items shall be ordered using a percentage discount from the most current manufacturer's price list.
- 6. Warranty/Guarantee:** Bidders shall provide a manufacturer warranty for all parts; any unsatisfactory parts shall be returned at no cost to RRPS.
- 7. Damage and security of RRPS Property:** The bidder shall be responsible for all damage to persons or property that occurs as a result of proposer's fault or negligence, or that of any of his employees, agents and/or subcontractors. The proposer shall save and keep harmless RRPS against any and all loss, cost, damage, claims, expense or liability in connection with the performance of this contract. Any equipment by the contractor's operations shall be repaired and/or restored to their original condition at the contractor's expense.

Bid Specifications

1. Product List:

- **All types of interior and exterior paint.**
- **Primers, sealers, and undercoats.**
- **Paint brushes, rollers, trays, and other application tools.**
- **Paint preparation and cleaning supplies.**

2. Discount Structure:

- **Bids should be based on a percentage discount from your current published list prices.**
- **Please specify the percentage discount applicable to each category of products listed above.**

3. Contract Duration:

- **The agreement will be for a period of [Insert Duration], with the option to renew for additional terms based on performance and mutual agreement.**

4. Delivery and Logistics:

- **Delivery schedules will be coordinated with the RPPS Facilities Maintenance Department.**

5. Quality and Standards:

- **All products must meet or exceed industry standards and regulations.**
- **Provide Material Safety Data Sheets (MSDS) for all chemicals supplied.**

6. Submission Requirements:

- **Completed bid form (attached).**
- **Copy of current published price list.**
- **Detailed description of offered discount structure.**
- **Evidence of ability to supply all listed products within the required timeframes.**
- **References from at least three (3) clients of similar size and scope.**

Evaluation Criteria

Bids will be evaluated based on the following criteria:

- **Competitive pricing and discount structure.**
- **Product quality and compliance with specifications.**
- **Supplier reliability and delivery capabilities.**
- **Previous experience and references.**

Submission Deadline

All bids must be received date referenced on sequence of events schedule. Late submissions will not be considered.

**PAINT AND PAINT SUPPLIES
RFP No. 2025-001-FAC**

SUBMITTALS CHECKLIST

This FORM is provided to assist all bidders with submittal of all mandatory documents. The documents referenced below should be included in your bid response.

	Required Information	Yes / No	COMMENTS
1.	Pricing		
2.	Campaign Contribution Disclosure Form		
2.	Resident Veterans Business Preference (Certificate Required)		
3.	Resident Business or Native American Preference (Certificate Required)		
4.	Conflict of Interest and Debarment Suspension Certification Form		
5.	Bidder Information & Signature Form		
6.	Contractor's State of NM W-9 Form		
7.	Acknowledgement of Addendum(s)		
8.	Bidder's Specifications Exception Form		
9.	Certificate of Insurance		

**SPECIFICATIONS EXCEPTION FORM
TO PROVIDE PAINT AND PAINT SUPPLIES
RIO RANCHO PUBLIC SCHOOLS**

Note: Your bid may be rejected if you do not sign and submit this page.

Bid on materials, supplies, or equipment with varying specifications may be considered by Rio Rancho Public Schools. However, in the interest of fairness and sound business practice it should not be the responsibility of RRPS to probe for information concerning items which you intend to furnish. Therefore, if your bid differs from the specifications or if you take exception to any of the requirements, such information must be clearly stated in the space following. Failure to do so may result in forfeiture of the bid bond, if applicable or bidder may be found in default.

I do meet specifications: _____

Exceptions are as stated: _____

APPENDIX A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

ITB NO. 2025-001-FAC Paint and Paint Supplies

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 Paint and Paint Supplies** 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 bidder 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(s) 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(s) or influence the award(s) of the contract for which the prospective contractor is submitting a competitive sealed bidder or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive bidder.

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

“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

“**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 bidder process set forth in the Procurement Code or is not required to submit a competitive sealed bidder 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

**CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM
ITB NO. 2025-001-FAC
Paint and Paint Supplies**

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

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(s) 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: _____

BIDDER'S INFORMATION FORM

Date of Bidder: _____

New Mexico State Business License No. _____

Resident Business Contractor's, or Native American Business Contractor's Preference Certificate No.:

Veteran Resident Business Contractor Preference Certificate No. _____

Percent of preference qualified for: _____ (10%)

NOTE: Attach a copy of the valid certificate and documentation to validate percent preference.

Contractor's New Mexico Gross Receipts Tax No. _____

Contractor's Federal Employee Identification No. _____

Bidder of (Company name): _____

(Hereinafter called the "Bidder") organized and existing under the laws of the State of New Mexico, doing business as a Corporation, Partnership or Individual (Circle correct one).

The undersigned, as an authorized representative for the Bidder named above, in compliance with the Request for Bidders for various construction services on demand.

The undersigned Bidder's representative also acknowledges receipt of the following Addenda:

Addendum No: _____, dated _____, Addendum No: _____, dated _____

Addendum No: _____, dated _____, Addendum No: _____, dated _____

The Bidder understands that the contract will be awarded in accordance with the provisions of the Request for Bidders and that the Owner reserves the right to reject any or all bidders and to waive any technical irregularities.

And will become the property of the Owner in the event the contract and bonds are not executed within the time set forth herein, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

Respectfully Submitted,

By: (Authorized Signature) _____ Date: _____

By: (Same name, printed or typed) _____

Title: _____

Company: _____

Address: _____ Phone: _____

_____ Zip: _____

Fax: _____ Email: _____

Affix Corporate Seal if bidder is by Corporation)