



ALBUQUERQUE PUBLIC SCHOOLS

Winston Brooks

SUPERINTENDENT

Procurement Division
Expect Great Things!

Mark Heckart, CPM
EXECUTIVE DIRECTOR/PROCUREMENT OFFICER

August 20, 2014

Bid: 15-017MS-AM Culinary Arts

DATE: September 9, 2014

TIME: 10:00 a.m.

LOCATION: Albuquerque Public Schools
(Address for Procurement Department
Hand or Courier 6400 Uptown Blvd NE Suite 500 E
Delivery) Albuquerque, NM 87110

U.S. MAIL Albuquerque Public School
DELIVERY: Procurement Department
P.O. Box 25704
Albuquerque, NM 87125
(Allow appropriate time for delivery to the Procurement
Department location before the deadline time and date.)
PLEASE NOTE OUR NEW ADDRESS CHANGE

CONTACT: Melissa G. Sanchez, District Buyer
melissa.sanchez@aps.edu (505) 878-6117

SPECIAL INSTRUCTIONS: Complete Bid/RFP documents as required. Your response must be received in the APS Procurement Department prior to the specified date and time regardless of delivery option selected. **Late bids are not accepted and will be returned un-opened.** To ensure proper identification and handling, clearly indicate the Bid/Proposal Number and the Opening Date and Time on the outside of the sealed response envelope.

acm

**BID NO. 15-017MS-AM
CULINARY ARTS**

INTENT: Albuquerque Public Schools (APS) invites you to bid on **Culinary Arts Equipment**, in accordance with the attached specifications.

INFORMATION FOR BIDDERS

1. **Contract Documents:** The bidding information included in this packet and listed below constitute the contract documents. The bidder's signature signifies his full understanding of the terms and conditions of this bid. The award of the contract shall be made by a Price Agreement issued by APS to the contractor and shall bind the contractor to the terms of the contract documents.
 - Information for Bidders
 - General Terms and Conditions
 - General Conditions
 - General Requirements
 - Specifications and Pricing
 - Campaign Contribution Disclosure Form
 - Conflict of Interest and Debarment/Suspension Certificate Form
 - Request for Taxpayer Identification Number and Certification (W-9)
 - Terms and Conditions (Signature Page)

2. **Preparation of Bids:** Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in with ink or typewritten. Corrections shall be initialed in ink by the person signing the bid. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the bidder and the bid number as listed on the Bid Invitation. Paste provided label on your return package. Improper identification may result in premature opening of, or failure to open bid.

3. **Receipt and Opening of Bids:** Bids must be prepared and submitted in accordance with the provisions hereof. APS reserves the right to reject all bids if all bids exceed the available funds. Any bid may be modified or withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the specified time for the opening of bids shall not be considered.

Procurement law requires sealed bids or proposals. Therefore, APS cannot accept bids, which are transmitted using facsimile equipment. This may not apply to amendments or addenda, which do not refer to pricing, or to the transmittal of supplemental product literature, drawings, and the like. Please refer the specific situation to the buyer for clarification before processing.

4. **Qualifications of Bidder:** APS may make such investigations as necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish all such information and data for this purpose as APS may request. APS reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy APS that such bidder is qualified to carry out the obligations of the contract and to complete the work described therein.

Bidder shall also construe this provision to incorporate any necessary investigation and/or monitoring during the life of the contract to enforce any current policy of the Board of Education such as, but not limited to, no smoking or alcoholic beverages on APS property. As a general rule, any such regulation or

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INFORMATION FOR BIDDERS CONTINUED

law apply to APS personnel shall be deemed to be in force for contractor's work force occupying any work site.

5. **Familiarity with Conditions:** Clarification of bidding procedures may be made by contacting APS Procurement Division, Melissa Sanchez, District Buyer, telephone number (505) 878-6117; clarifications of technical aspects may be made by contacting APS Facilities, Planning, and Construction, Mary Nulk telephone number (505) 242-5865. **Bidders must have acquainted themselves with all conditions affecting this contract before submitting a bid.** No claim shall be made nor will one be allowed the contractor for negligence, misunderstanding, or error in this regard.

Bidders shall carefully examine the proposed contract documents to obtain first-hand knowledge of all proposed work. Contractors will not be entitled to any additional compensation or any extension of the contract time for conditions which can be determined by examining current work requirements and the proposed contract documents. Submission of a bid constitutes a representation by the bidder that the bidder has made all appropriate examinations, investigations and analysis and has made provision as to the cost thereof in his bid.

6. **Conditional Bids:** Bids in which acceptance is in some manner restricted or conditioned by the bidder will be reviewed by APS. If the limitations imposed are not in the best interest of APS or are prejudicial to other bidders, bid will be rejected.
7. **Multiple Offers:** APS will not select from multiple offers on a single document. If bidder offers more than one brand and/or price per item, the (1) as specified or the (2) most expensive will be considered as the primary bid. Other offers will not be evaluated unless the primary bid is low in its own right. If you wish to offer an alternate bid in addition to your regular bid, make extra copies of the necessary pages (including the signature pages) and submit as Bid #2. Each bid must stand-alone and comply with the terms and conditions of the contract.
8. **Records:** Records shall be maintained by the contractor in compliance with municipal, federal, or state laws, ordinances, codes, and this contract. At any time during normal business hours and as APS may deem necessary, there shall be made available to APS for examination all of contractor's records with respect to all matters covered by this agreement. APS may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment or any other such data as may be pertinent.
9. **Awards:** APS reserves the right 1) to award bid received on the basis of individual items, or groups of items, or on the entire list of items; 2) to reject any or all bids or any part thereof; 3) to waive any informality in the bids; and 4) to accept the bid that is in the best interest of APS. Bid award will be made to the low responsible and responsive bid taking into consideration prior qualifications and capabilities of the bidder, availability of funds and any other relevant factors. **It is the responsibility of the bidder to inquire as to the status and/or subsequent award of bids.**

**BID NO. 15-017MS-AM
CULINARY ARTS**

INFORMATION FOR BIDDERS CONTINUED

APS will make multiple awards to ensure a variety of culinary arts equipment, and related material in the event that certain types of culinary arts equipment may be needed for non-standard situations or to match existing culinary arts equipment and the like.

10. **Tax Requirements:** APS holds a Class 9 Tax Exemption Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued on request.
11. **Protest:** Any bidder, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Procurement Division, Albuquerque Public Schools. The protest shall be submitted in writing fifteen (15) calendar days after the fact or occurrences giving rise thereto.
12. **The Procurement Code:** The 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 kickbacks.

GENERAL TERMS AND CONDITIONS

The submission of a bid will indicate that the bidder has read the terms and conditions, understands the requirements and that bidder can supply item(s) specified.

No contract exists on the part of Albuquerque Public Schools until a written Price Agreement (PA) is executed. Issuance of a PA will be considered sufficient notice of acceptance on contract.

It is mutually understood and agreed that the successful bidder(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his right, title, or interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of Albuquerque Public Schools.

Albuquerque Public Schools reserves the right to return culinary arts equipment, and related material which do not meet specifications indicated in Bid at bidder's expense. Bidder guarantees that culinary arts equipment delivered are standard, new, and regular stock.

Failure to examine any specifications and/or instructions will be at bidder's risk.

GENERAL CONDITIONS

1. **Contract Modification:** No oral statement by any person shall modify or otherwise affect the terms, conditions, specifications, or price agreements stated in this contract. This contract is the final expression of the agreement between parties unless amended in writing by the Procurement Division.

Submit all questions about the proposed contract specifications including any discrepancies, omissions, or ambiguities noted by any bidder to the appropriate APS Contact person. If appropriate, APS Procurement Division will issue a written addendum that shall thereafter become part of the bid

**BID NO. 15-017MS-AM
CULINARY ARTS**

GENERAL CONDITIONS CONTINUED

documents and proposed contract documents. Oral interpretations other than routine clarification and the like, if given shall not be binding unless reduced to a written addendum issued prior to bid opening. All bids shall be responsive to and include any addenda issued prior to bid opening.

2. **Cancellation:** Failure to comply with the terms of the contract documents and/or unsatisfactory performance on the job will constitute grounds for cancellation of the contract. If, after consultation between APS using departments, APS Procurement Department, and the Contractor, grounds for cancellation still exist, immediate notification of cancellation will be provided in writing by the Procurement Department. Upon such notification, the Contractor shall cease work immediately and shall submit an invoice for work satisfactorily completed to date. No allowance will be made for anticipated profits.
3. **Purchase Order and Invoicing Procedures:** Following bid award, a Price Agreement (PA) will be issued to the successful bidder(s) on all awarded bid materials. Actual quantities of award materials requested by APS and delivered by bidder will be charged to a Purchase Order number referencing the PA. Delivery shall be ticketed separately, showing the APS Purchase Order, delivery location, and the full signature with printed name underneath of employee receiving the material(s). Initials only are not acceptable and will not be processed for payment.

All itemized invoices must clearly reference appropriate bid pricing, item number, and PO number and shall be submitted to Accounts Payable, P.O. Box 25704, Albuquerque, New Mexico 87125, telephone number (505) 842-3624.

When Applicable, final invoice for each delivery shall be accompanied by all required guarantees, releases of lien and/or other submittal required by the contract.

4. **Prompt Payment:** APS will strive to meet or exceed prompt payment terms as may be established by statute. Late payment charges may be assessed on any unpaid balance over sixty (60) days in arrears at the rate of one and one-half (1.5%) per month. APS **will not** automatically include late charges in your payment. Late charges must be properly documented with separate invoice showing invoice numbers, amount, date, and computation to verify charges. Typically payment schedule will be 30-45 days.

GENERAL REQUIREMENTS

1. **Scope of Work:** Purpose of the bid is to establish discounts from price list for product as required. Regardless of discount(s) received, APS reserves the right to bid any item(s) separately whenever it may be in its best interest to do so. Discounts quoted will be considered to be the minimum offer. APS also reserves the right to negotiate a deeper discount in the event of a large quantity purchase or similar circumstance. New items which may become available over the life of the contract may be added if the product is representative of the materials requested by this bid. **PLEASE DO NOT BID UNLESS YOU HAVE AUTHORIZATION TO SELL CULINARY ARTS EQUIPMENT, IN THE STATE OF NEW MEXICO AND ARE A LEGITIMATE SUPPLIER OF THE PRODUCT REQUESTED.**

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GENERAL REQUIREMENTS CONTINUED

2. **Contract Period:** Any contract issued as a result of this solicitation will be in effect for a fifty-two (52) week period after date of award. Contingent upon funding and mutual agreement of the parties, contract may be extended for an additional fifty-two (52) week period. Renewals must be at the discount(s) specified with no change in terms and conditions. If market conditions etc. are unstable, contractor may decline renewal with no penalty and APS will rebid.

This contract is to be used for the purpose of product only. Services and/or installation are not covered. "Price List" is defined as that which is regularly maintained by the manufacturer and is published or otherwise available for inspection by a customer. List prices must be standard in the trade and in common use for either the vendor's general clientele or comparable government accounts. Prices artificially derived for APS will not be acceptable. List(s) will be allowed to change as may be standard in the industry but the discount(s) will remain firm.

3. **Quantities:** Exact quantities of Culinary Arts equipment, and related material required by APS is unknown; however, APS anticipates ordering an estimated amount of \$150,000 for the 2014/2015 school year utilizing a variety of contracts. This is not a commitment to purchase. The information is included to provide a potential bidder with some ideas of possible contract activity. Payment will be made to the successful bidder for actual quantities ordered and received.
4. **Pricing:** All pricing after discount will be F.O.B. destination including cost, insurance, and freight. F.O.B. destination shall be interpreted as final site as specified by APS. **BIDDER OWNS GOODS DURING TRANSIT.** Special shipping and handling charges e.g. UPS Blue label and the like when specifically requested by APS may be added at exact cost to the invoice.

APS recognizes that when quantities may vary, it will be difficult to determine freight rates. Therefore, in the pricing section, use the minimum amount space to specify the minimum dollar amount for which your firm will absorb the freight charges. For orders under this amount, vendor will prepay and add exact freight to invoice.

5. **Delivery:** Delivery to be F.O.B. destination, including cost, insurance, and freight to any school site or administrative site within the District. All are within the general metropolitan area. Quantities requested by APS will be on an "as needed" basis. Emergency orders may also be required.

Deliveries will be made at various times during the contract period. APS requires that the Culinary Arts Equipment be delivered to each site, physically unloaded, taken to a specific building, assembled, and set in place. This exact location will be determined at time of order placement. Delivery must be carefully coordinated with APS. District personnel will be on site(s) at the day and time specified for delivery. There are no docks. If your carrier is unable to enter a school building because of insurance or union considerations, this will be a factor in bid award. Drop shipments will not be accepted. The F.O.B. point is as defined in Pricing, Paragraph 4.

Delivery times quoted must be accurate. Failure to meet the quoted times may result in cancellation of contract and an alternate bidder will be assigned at the discretion of APS.

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GENERAL REQUIREMENTS CONTINUED

6. **Request(s) NOT Defined:** Contractor shall be held accountable to **NOT** fill requests that are clearly beyond the defined scope of this contract. Should such request occur, contractor has the responsibility of calling such violations to the attention of APS Procurement Officer.

Although this contract is being bid on behalf of APS High Schools, individual middle school/departments will be referred to the successful Contractor in the event of requirements, which can be adapted to the specific items awarded.

7. **Price List and Discounts:** Bid price will be indicated as a percentage of discount off the **manufacturer's suggested retail price list/catalog**. Discounts will be applied to the most recent issue.
8. **Bid Submittals:** Two (2) copies of the current price list from which discount applies must be submitted with the bid. If sent under separate cover, please note. **The bidder shall agree that there will be no change in the discount during the term of the contract.** The successful bidder(s) is required to supply APS Procurement Officer with new price list(s) as they become available. New price lists will go into effect when accepted by the Procurement Officer. New price lists found to be non-competitive by the Purchasing Department at any time during the term of the contract will be grounds for terminating the contract.

Successful bidder(s) shall supply additional price list(s) as required by APS.

9. **List Price Changes:** Change of list price will be subject the following conditions:
- a. All Requested changes must be in writing, addressed to the APS Procurement Officer and in advance of the requested revision. APS prefers at least a thirty (30) day notice. It will be the responsibility of the vendor to approach APS with the need for price review. The new manufacturer's list(s) must be furnished with the request.
 - b. Changes must be standard in the industry and not unique to APS.
 - c. Price decreases as well as increase shall apply. If vendor's prices are reduced for any reason, APS shall also receive the benefit of such reductions.
 - d. Price increases will not be retroactive to orders already in house or back orders. Orders will be filled at the price in effect on the date of the receipt of the order, either verbal or written, by the vendor.
10. **Order Placement:** Orders will be placed by the Purchasing Department. A purchase order will be issued referencing the PO number. The PO number will start with the PO followed by 7 digits. Do not accept telephone/facsimile orders from school/departments without prior approval from the Purchasing Department with the exception of Facilities, Planning & Construction, and the Stock Control Department. **APS will not pay for unauthorized purchases.**

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GENERAL REQUIREMENTS CONTINUED

Order Placement Continued: Purchase Order releases against this bid will be placed verbally, through facsimile, or by a purchase order (the PO number will start with PO followed by 7 digits) by Purchasing, Mary Nulk, Facilities, Planning & Construction, and Richard Baca, APS Stock Control referencing the Purchase Order number.

- 11. Warranty/Guarantee:** All bidders must guarantee full satisfaction of their products' use or permit unsatisfactory product to be returned **collect** for full money refund. Bidders will replace damaged items at no cost to APS. This bid is for culinary arts equipment, and related material.

Warranty terms shall be stated where requested on the bid and must be, as a minimum, the manufacturer's best preferred warranty.

- 12. Method of Award:** APS will award to the low responsible and responsive bidder(s) who shall offer the deepest discount for comparable product. Bid any or all categories. APS reserves the right to make multiple awards as may be necessary to have all product categories represented or as may otherwise be in the best interest of the District.

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Firm Name

Bid No.

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CULINARY ARTS

**Item
No. Description**

In the interest of fairness and sound business practice, please provide the following information regarding your company. No value will be assigned but it will be a factor in determining the responsive and responsible bidder(s). APS reserves the right to request additional information as necessary.

NOTE: Your bid will be rejected if the following information is not provided on these pages.

1. **Contract Designee:** (Name of person assigned to APS account. Include telephone and fax number. Please notify APS if contract designee changes.)

2. **Special Quotation/Reference/Account Number:** (Optional. If applicable, indicate type and number.)

3. **Order Address:** (Mailing address for orders)

4. **Remit Address:** (Mailing address for payments)

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Firm Name

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Item No.	Description
5.	Federal Identification No.: _____
6.	Overall Catalog Discount: (Net, 10%, etc.) _____
7.	Individual Price List Discount: (Indicate area, etc. of different from No. 6) _____ _____ _____
8.	Discount Exceptions: (Indicate, if applicable, x amount or more pricing, motor freight items, etc.) _____ _____ _____
9.	Minimum Order/Delivery amount per order to qualify for discount: (If applicable.) _____
10.	Miscellaneous Charges: (i.e. small order charge, etc. Please specify name of charge and amount or percentage.) _____ _____ _____

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Firm Name

Bid No.

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Item No.	Description
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11. **Delivery Charge Exceptions:** (Indicate the amount, percent, etc. to be charged.) **Before filling in this section, read General Requirements, F.O.B. Destination, page 5.**

12. **APS may on occasion require inside delivery of culinary arts equipment, and related material to a certain location. Can your company deliver culinary arts equipment, and related material inside a building?**

13. **What is your hourly rate for installation of culinary arts equipment, and related material?**

14. **Specify any exceptions and conditions that your company may require.**

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Firm Name

Bid No.

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CULINARY ARTS

Item No.	Description
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15. **What is your average lead-time after receipt of order?**

16. **What is your Return Policy?** (Specify your return goods policy, restocking charges, exchanges, etc.)

17. **Please explain your discount procedures as it applies to your invoice.** (i.e. discount based on unit price, total extension of unit price, total order, etc.) **APS PREFERS DISCOUNT BY TOTAL ORDER.**

18. **Add any other information regarding ordering procedures that has not been discussed that you wish to have considered.**

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Firm Name

Bid No.

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Item
No. Description

19. **Does your company have a buyers guide either in computer form or on disk? If so, please include one copy/disk with your bid and briefly explain what is on computer form/disk (i.e. catalog number, description, page number, etc.)**

Previous Bid No.: 10-107PS-MC

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CULINARY ARTS**

BID SUBMITTAL REQUIREMENT AND CHECKLIST

Please, submit your completed proposal including the items listed below. Note that all requested information is mandatory and failure to submit them with your response may deem your bid non-responsive and will be disqualified. The check off list is for your convenience. Check off and sign that items are included in your response to this bid.

_____ Bid Submittal Information (Page 6)

_____ Company Information (Pages 8 thru 12)

_____ Appendix A – Campaign Contribution Disclosure Form (Page 14 and 15)
Signature Required

_____ Appendix B – Conflict of Interest and Debarment / Suspension Form (Page 16 and 17)
Signature Required

_____ Signed Terms and Conditions (Page 18 thru 20)
Signature Required

_____ Request for Taxpayer Identification Number and Certification (W-9)

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CULINARY ARTS**

APPENDIX A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either 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.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“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 proposals and ending with the award of the contract or the cancellation of the request for proposals.

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

Signature

Date

Title (Position)

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

Signature

Date

Title (Position)

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APPENDIX B

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

CONFLICT OF INTEREST

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

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

No employee or board member of Albuquerque 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 Albuquerque 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 Albuquerque 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 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 Albuquerque 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.**

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

Signature: _____

Name of Person Signing (typed or printed): _____

Title: _____

Date: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Employer identification number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**BID NO. 15-017MS-AM
CULINARY ARTS**

Non-Collusion

The undersigned certifies that he or she has not either directly or indirectly entered into any action in restraint of free competitive bidding in connection with this solicitation and agrees to furnish the materials, supplies or services as required within the time specified under the conditions imposed and at the price indicated.

Signature of Authorized Representative _____ Contractor's License No: _____
(If Applicable)
Type or print name of above _____ NM Resident Cert. No _____
(If Applicable. Issued by NMTRD)
Name of Firm _____ Area Code and Telephone No. _____
Address _____ Fax No: _____ Email: _____
Federal ID No.: _____