

Gallup-McKinley County Schools
Procurement Office
P.O. Box 1318
Gallup, New Mexico 87305-1318

INVITATION TO BID

**FLAT GLASS
(Re-Bid)
Price Agreement**

No. ITB-352-18BP

Commodity Code(s): 44051, 44063, 44077, 44084

Attached General Conditions, Supplemental Conditions, Specifications, and Bid Proposal Form

GMCS Website: www.gmcs.k12.nm.us

Mailing Address:	Physical Address:	Contact:
P.O. Box 1318 Gallup, NM 87305	640 S. Boardman Dr. Gallup, NM 87301	Becki Payton Procurement & Business Services Buyer (505) 721-1085 (505) 721-2242 Fax bpayton@gmcs.k12.nm.us

Bid Opening Date: June 12, 2018
Bid Opening Time: 2:00 PM (Local)
Issue Date: May 30, 2018

Notes:

F.O.B. Point: DESTINATION

Terms: Net 30 unless otherwise stated

Quantities may be increased or decreased within reasonable amounts.

ADVERTISEMENT FOR BIDS

NOTICE TO BIDDERS

Public notice is hereby given that the Gallup-McKinley County Schools, Gallup New Mexico, desires to purchase the following:

**ITB-352-18BP
FLAT GLASS
(Re-Bid)
Price Agreement**

Commodity Code(s): 44051, 44063, 44077, 44084

Details and specifications are set forth in the bid documents, copies of which may be obtained from the GMCS Procurement webpage at www.gmcs.k12.nm.us/groups/17048 or Procurement Office 640 South Boardman, Gallup, New Mexico 87301 (bid opening site).

Sealed bids for such will be received at the Procurement Office until 2:00 PM (LOCAL TIME) on June 12, 2018. Bid will be opened and read allowed in the Business Services Conference Room 123. Envelopes are to be sealed and plainly marked ITB-352-18BP. No FAXED BIDS or ELECTRONIC bid submissions nor bids submitted after the specified date and time will be considered and will be returned. The Board of Education reserves the right to accept or reject any or all bids and to waive any formalities on minor inconsistencies.

Dated the 30th day of May 2018

By: /S/Charles Long, President Board of Education
Gallup-McKinley County School District No. 1

BID ISSUE DATE: May 30, 2018

PUBLICATION DATES: June 1, 2018

INVITATION TO BID

Please accept this as an Invitation to Bid on the services and/or materials specified on the following pages.

If you desire to submit a bid, enter in the space provided the price for which you agree to supply the items specified. Sign and return your proposal in a sealed envelope.

Clearly mark the outside of the mailing envelope with the ITB Number and bid due date. Highlight this information for identification purposes. All responses must be returned before the time and date specified on the cover page for this bid.

Any questions regarding this bid may be directed to my office. All verbal information is for clarification purposes only and is not binding. Any binding information **MUST** be in writing. Any deviations from bid specifications should be so stated in your proposal.

Becki Payton
Procurement and
Business Services Buyer
(505) 721-1085

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(505) 721-1000

ACKNOWLEDGMENT OF RECEIPT FORM
FLAT GLASS
RE-BID
ITB-352-18BP

In acknowledgment of receipt of this Invitation To Bid (ITB) the undersigned agrees that they have received a complete copy of this proposal consisting of twenty (20) pages.

This Acknowledgment of Receipt Form should be signed and returned to the Procurement Office no later than 5:00 PM local time on June 5, 2018. ***Only potential Bidders who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the District's written response to those questions, as well as Amendments, if any are issued.***

FIRM: _____

REPRESENTED BY: _____

TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NO.: _____ FAX NO.: _____

EMAIL: _____

The above name and address will be used for all correspondence related to this Request for Proposal.

The above Firm DOES DOES NOT intend to respond to this Request for Proposal.
(Circle One)

Return this form to: Gallup-McKinley County Schools
Procurement Office
P.O. Box 1318
Gallup, New Mexico 87305-1318
bpayton@gmcs.k12.nm.us
(505) 721-2242 Fax

Please return this form by the close of business June 5, 2018.

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INDEFINITE QUANTITY BID
GENERAL CONDITIONS
ITB-352-18BP

INSTRUCTIONS TO BIDDERS: The purchase of any and all supplies, equipment, or services by the Gallup-McKinley County Schools (GMCS), pursuant to any advertisement or request for bids is subject to the following terms and conditions:

1. **Sealed Bids:** All bids must be submitted in a sealed envelope and shall not be opened and considered if they are not received by the Procurement Office prior to the time specified for the Bid Opening in the Advertisement for Bids. All sealed bids must be submitted on the Bid Document Originals or Forms, or reasonable facsimile furnished by the school district. All proposals must be signed by a responsible and authorized person for the bidding firm; failure to do so may result in disqualification of their respective bid. **NOTE: FAX TRANSMITTAL BIDS WILL NOT BE ACCEPTED.** Bids submitted after the Bid Opening date and time will not be considered and will be returned unopened.
2. **Contract Type:** The purpose of this solicitation is to establish a Price Agreement with firm fixed pricing and delivery from which GMCS may place orders as needed.
3. **Contract Terms:** This is an indefinite quantity contract. Quantities listed are estimates of the school district's needs for the term of the contract. GMCS does not guarantee the purchase of any specific minimum quantities, nor may any material be shipped or delivered without a valid purchase order number issued by GMCS Procurement Office.
4. **Specifications:** Specifications, as included in this Bid, are intended to indicate the requirements of the school district and give an accurate description of minimum standards acceptable. All items equal or equivalent to these requirements and standards will be considered, except where otherwise noted.
5. **Brand Names:** Where a product or brand name is indicated in the specifications, it shall mean "minimum acceptable level or minimum quality required" by the school district unless the specifications state that no substitutions or equivalents are allowed. If the Bidder is offering, as an equal or equivalent, an item other than the one specified then the manufacturer's name and model number of that item must be specified in the offer and sufficient specification and descriptive data provided to permit a thorough evaluation. Failure to provide appropriate information may result in disqualification of the offer.
6. **Competency of Bidder:** Bids will be considered only from firms which are regularly engaged in providing the type of materials described in the bid and who can provide evidence that they have established a satisfactory record of performance to insure they can execute the requirements as stated herein. Any determination as to competency shall be made by appropriate GMCS staff.
7. **Non-Conforming Material:** If GMCS issues a Purchase Order and upon receipt the material does not meet the specifications, the school district will return the material freight collect, and at its option cancel the order and recover from the vendor any damages suffered.

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8. **Substitutions:** Any material substituted from that originally bid shall have the prior approval of GMCS before shipping to the school district. If a Purchase Order is issued and upon receipt the material does not meet specifications, GMCS will return the material freight collect, and may at its option cancel the order.
9. **Samples of Products:** Samples of products offered by the bidder are to be submitted by the bidder upon request of the Board of Education or authorized school officials. Samples may be requested by direct communication or, in certain instances, may be required by the bid specifications. Samples so required or requested must be submitted to the Administration Office, 640 South Boardman, Gallup, New Mexico 87301, or as directed. Such samples must be labeled with the name of the bidder, designation of the bid for which they are submitted, and the bid item number. All expenses of any nature incurred in submitting bid samples must be borne by the Bidder. Bidder agrees and understands that samples are to be furnished at no expense to the school district. Samples not destroyed or mutilated during testing, inspection or evaluation will be returned upon request by mail, express or freight, **collect**. GMCS assumes no special or contractual responsibility for the same keeping of bid samples, although reasonable care will be exercised as a matter of course. All bid samples not claimed or picked up by the bidder within sixty (60) days of the bid award will become the property of GMCS and will be utilized by GMCS as its authorized employees deem proper.
10. **Bond:** At the option of the Board of Education, performance, payment, and/or fidelity bonds may be required on purchase contracts or bid awards of \$5,000.00 or more. If such bonds are required, an applicable bid bond of not less than five percent (5%) of the bid amount shall be required to be submitted with bid response and shall be detailed in the bid documents. Bid bonds by be in the form of a bid bond, or Cashier's Check. **NO BID BOND IS REQUIRED ON THIS BID.**
11. **Billing:** All goods or services must be billed to GMCS and at prices not exceeding those stated on the Purchase Order. If prices or terms do not agree with your quotation, notify the GMCS Procurement Office immediately.
12. **Taxes:** Bidders are hereby notified that the Gallup-McKinley County Schools are exempt from all federal excise, state and city sales tax on most tangible goods. The Business Office is prepared to furnish all necessary exemption certificates as required, upon request. GMCS will be responsible for the appropriate taxes due, but shall not be included in bid price. Taxes shall be shown as a separate amount on invoices at the applicable tax rate.
13. **F.O.B. Point:** All material shall be quoted F.O.B. **DESTINATION/JOBSITE**, Freight Prepaid. Bidders are cautioned that quoting material other than F.O.B. Destination may result in a finding of their bid as Non-Responsive. State Statutes do not allow the school district to own tangible goods prior to receiving of said good or payment for services until services have been rendered. All price(s) bid shall be freight prepaid. GMCS will not pay freight charges.
14. **Right to Protest:** Any bidder, offeror or contractor who is aggrieved in connection with a procurement may protest to the Assistant Superintendent of Business Services. The protest shall be submitted in writing within 15 calendar days after the facts of the occurrences giving rise thereto §13-1-172.

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15. **Payment Or Acceptance Not Conclusive:** Vendor will supply GMCS with invoice for payment. No payment made under this contract shall be conclusive evidence of the performance of this contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the Bidder from corrections of the defects. The final acceptance shall not be binding upon the school district, nor conclusive, should it subsequently develop that the Bidder has furnished inferior items or had departed from the specifications and/or the terms of the contract. Should such conditions become evident, GMCS shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications (and drawings, if any) at the sole cost and expense of the Bidder.
16. **Labeling:** All items must be labeled in accordance with instructions issued with Purchase Orders and there shall be **NO CO-MINGLING** of items within a carton. Each carton, package or bundle must show the district's Purchase Order number on the shipping label.
17. **Rejection of Delivery:** If delivery does not conform to the quantity or quality specified, the GMCS Procurement & Business Services Director shall notify the vendor that delivery has been rejected and the vendor shall promptly make satisfactory replacement or supplementary delivery.
18. **Installation:** All items specified herein shall be installed by GMCS; therefore prices bid shall **NOT INCLUDE** cost of installation of any item. However, the price shall include all costs of assembly of equipment at GMCS Warehouse, or when specified in the bid at a particular school site. All items not conforming to this condition shall be specified in writing by the bidder as a part of their bid. GMCS reserves the right to declare bids non-responsive should the vendor fail to conform to this condition.
19. **Quantities:** Quantities, where listed, are intended to indicate estimated average yearly usage. They do not constitute an order and actual usage may increase or decrease.
20. **Total All or None:** Material on this Bid will be awarded on a Total All or None basis where indicated. If no responsive all or none offers are received, GMCS reserves the right to award the Bid in whatever it deems to be in its best interest.
21. **Method of Award:** GMCS reserves the right to award in total or by group of items, on the basis of individual items, or any combination of these which in its judgment best serves the interests of the school district.
22. **Award of Contract - Multiple Awards:** GMCS reserves the right to make multiple awards as a result of this request if doing so may be advantageous to the school district. Multiple awards may be given to a Primary Bidder, Secondary Bidder, etc. based on lowest responsive bid per item(s). If the lowest qualified bidder is unable to fulfill and order GMCS reserves the right to cancel the request and order from the next lowest bidder.
23. **Purchase Order Required:** Material listed or service requested on this Bid will be ordered on an as needed basis. No material may be shipped or service rendered without a valid GMCS Purchase Order.

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24. **Cancellation for Convenience:** GMCS reserves the right to cancel any contract resulting from this request for convenience by giving thirty (30) days written notice to the vendor. The District shall be liable to the vendor for any services provided or material ordered and accepted prior to termination.
25. **Cancellation for Cause:** If the vendor fails to fulfill any obligation resulting from this contract in a timely and responsive manner, or if the vendor violates any of the terms of this contract, GMCS shall have the right to cancel the contract by giving written notice of cancellation to the vendor. Cancellation of contracts in excess of \$3,000.00 on an annual basis, may be cause for debarment of a person or vendor to receive invitation for bids or to be awarded a contract for a period of one year.
26. **Harassment Policy:** All firms, their employees and agents, agree to comply with the Gallup-McKinley County Schools "policy for Prohibition of Harassment, Discrimination, or Violence based on Race, Religion, Sex, Disability, or Age."
27. **Cooperative Procurement Agreement:** This procurement is under a Cooperative Procurement Agreement which includes, Gallup-McKinley County Schools, the City of Gallup and McKinley County which may purchase the same item(s)/service(s) listed in this bid. Further, other school districts, state agencies or others allowed by law may utilize this bid as provided by §13-1-129, NMSA 1978. GMCS is not responsible for any misuse or misrepresentation of these contracts by contractor or other procurement agencies.
28. **Escalation Clause:** Any price escalation requested by the vendor shall be limited to actual increased cost passed from the supplier/manufacturer to the vendor. Any request for price increases shall be submitted in writing and supported with appropriate documentation showing the increased cost to the vendor versus the cost used to determine the price quoted at the Bid Opening.
29. **Information:** If clarification is needed on any part of the General Conditions and Specifications, contact Becki Payton, Buyer, P.O. Box 1318, Gallup, NM 87305, phone number (505) 721-1085; fax number (505) 721-2242; email mabeita@gmcs.k12.nm.us .
30. **Unit Prices:** Discrepancies involving the incorrect extension of unit prices shall be resolved in favor of unit prices.
31. **Appropriations:** The terms of this Agreement are contingent upon sufficient monies being made available by GMCS for the performance of this Agreement. If sufficient appropriations and authorizations are not made by GMCS, this Agreement shall terminate upon written notice being given by GMCS to the Contractor. The school district's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
32. **Procurement Code:** The State of New Mexico Procurement Code and Regulations shall apply.

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33. **Amendments**: If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal Amendment only. If the solicitation includes a contact person for technical information, bidders are cautioned that any oral or written representations made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written Amendment to this solicitation issued by the Procurement Office. For a determination as to whether any representation made requires that an amendment be issued, contact the Procurement Office.
34. **Award**: The award, if made, shall be made to the lowest responsible Bidder submitting a responsive Bid that is most advantageous to the public.
35. **PROCUREMENT CODE VIOLATIONS**: The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities, and kick-backs.
36. THE GALLUP-McKINLEY COUNTY SCHOOL BOARD OF EDUCATION RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS IN WHOLE OR IN PART, TO WAIVE TECHNICALITIES AND TO ACCEPT THE PROPOSAL IT DEEMS TO BE IN THE BEST INTEREST OF THE SCHOOL DISTRICT.

**GALLUP-MCKINLEY COUNTY SCHOOLS
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**ACCEPTANCE OF CONDITIONS GOVERNING PROCUREMENT
FLAT GLASS
RE-BID
ITB-352-18BP**

37. The undersigned certifies that they have read and understands the above general conditions and bid/proposal documents, and that they accept these conditions and submit the attached proposal in full compliance with these conditions, specifications, the applicable scope of work, and the contract. I agree that my bid/proposal will remain firm for the period of up to 60 days in order to allow the District adequate time to evaluate the qualifications submitted. Further the undersigned certifies that they are duly authorized to sign, bind, and bid on behalf of the bidding firm.

In submitting this Bid/Proposal, the undersigned represents that they have familiarized themselves with the nature and extent of the Invitation For Bid dealing with Federal, State and Local requirements which are a part of this solicitation. Further this bid/proposal is made without prior understanding, agreement, connection discussion or collusion with any other person, firm or corporation submitting a proposal for the same product or service. The Offeror will comply with all applicable Federal and State Laws, Local Ordinances and the Rules and Regulations of all Authorities having jurisdiction over this solicitation.

The Offeror further warrants that they are not currently debarred or suspended by any governmental entity, that is presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required in the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, §10-16-1 through §10-16-18, NMSA 1978 as amended, regarding Contracting with a public offer or District employee or former District employee have been followed.

Name of Firm	Authorized Signature
Electronic Mail	Name Printed or Typed
Address	Title
Phone	Date
Fax	

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38. **Resident Preference:** Pursuant to §13-1-21 and §13-1-22, Bidders/Offerors **SHALL** submit a valid copy of their Resident Preference Certificate with their bid or proposal in order for preference to be applied for the solicitation.
- a. The Resident Preference is to be defined as Resident Business, Resident Contractor or Resident Veteran.
 - b. Effective January 1, 2012 Resident Preference Certificates are issued by the New Mexico Taxation and Revenue Department. Resident Preference Certificates issued by the State Purchasing Division (Agent) are **NOT VALID** pursuant to the statute.
 - c. The “Resident Veterans Preference Affidavit” enclosed with this solicitation is to be completed and returned **ONLY** if the Bidder/Offeror currently hold a Resident Veterans Preference Certificate issued by the New Mexico Taxation and Revenue Department.
 - d. Preferences are NOT cumulative. Bidders will only be entitled to ONE preference.
 - e. Please contact the New Mexico Taxation and Revenue Department or visit their website at www.tax.newmexico.gov for information and applications for Resident Preferences.

NOTE: A VALID RESIDENT PREFERENCE CERTIFICATE SHALL BE INCLUDED WITH BID RESPONSE OR PROPOSAL IN ORDER FOR THE BIDDER/OFFEROR TO BE ENTITLED A PREFERENCE. FAILURE TO DO SO SHALL RESULT IN NO PREFERENCE APPLIED TO THE BID/PROPOSAL.

39. **Joint Bid or Proposals:** Pursuant to §13-1-21 (F), NMSA 1978; when a joint bid or proposal is submitted by both a resident and nonresident business, the resident business preference provided pursuant to Subsection B or C of this section shall be reduced 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 a nonresident business as specified in the joint bid or proposal.

Offeror to complete the following if submitting a joint bid/proposal:

Firm Name, Location of <u>RESIDENT</u> BUSINESS	Work to be performed	Percentage of work performed compared to Total Contract Amount
Firm Name, Location of <u>NON-RESIDENT</u> BUSINESS	Work to be performed	Percentage of work performed compared to Total Contract Amount

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Resident Veteran's Preference Certification (AFFIDAVIT)
ITB-352-18BP

ONLY COMPLETE IF CURRENTLY POSSESS A RESIDENT VETERAN'S PREFERENCE
CERTIFICATE

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

Please check the box only if Vendor/Contractor claims/qualifies as Resident Veteran Business

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is \$3M or less in the preceding tax year allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

A resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person that is an owner of a business that is a resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person shall not benefit from the provisions of this section based on more than one business concurrently.

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

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

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

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

(Signature of Business Representative)*

Date

*Must be an authorized signatory for the Business

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

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Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
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Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <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) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requestor's name and address (optional)
	6 City, state, and ZIP code	
	7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td align="center" colspan="9">Social security number</td></tr> <tr><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td></tr> <tr><td align="center" colspan="9">OR</td></tr> <tr><td align="center" colspan="9">Employer identification number</td></tr> <tr><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td></tr> </table>	Social security number																		OR									Employer identification number																	
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Employer identification number																																														

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); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. 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 for Part II, later.	

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.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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**SPECIAL CONDITIONS
ITB-352-18BP**

1. **Purpose and Scope:** To establish a price agreement, multi-term (firm fixed price) contract for Gallup-McKinley County Schools (GMCS or "District") for purchase and/or installation of flat glass as needed.
2. **Term of Contract:** The term of this contract shall be from July 1, 2018 through June 30, 2019. GMCS reserves the option to renew this agreement for three (3) each additional, one (1) year periods.
3. **Award of Contract - Multiple Awards:** GMCS reserves the right to make multiple awards as a result of this request if doing so may be advantageous to the school district. Multiple awards may be given to a Primary Bidder, Secondary Bidder, etc. based on lowest responsive bid per item(s). If the lowest qualified bidder is unable to fulfill and order GMCS reserves the right to cancel the request and order from the next lowest bidder.
4. **Purchase Order Required: If a District Purchase Card is NOT presented at Point of Sale, ALL ITEMS PURCHASED MUST HAVE A VALID PURCHASE ORDER OR REQUISITION PURCHASE ORDER (SIGNED).** Contractor(s) shall be responsible that no orders are accepted without an **authorized GMCS Purchase Order**. The Purchase Order will reflect bid/quote pricing and Vendor Invoice will match the Purchase Order. Payment of Vendor Invoice will match the Purchase Order. **All Purchase Orders correlating to an existing Purchase Order are for a one time purchase and may NOT be reused. Add-ons shall not be accepted by the Contractor after placement of the original purchase. FAILURE TO COMPLY WITH THIS PARAGRAPH WILL BE CAUSE FOR THE DISTRICT TO NOT HONOR THE INVOICE.**
5. **Work To Be Done:** The work to be performed under this contract and in accordance with these Specifications consists of furnishing equipment, labor and materials for flat glass.
6. **Competency Of Bidder:** Bids will be considered only from firms who can provide evidence that they have established a satisfactory record of performance and integrity to insure they can execute the requirements as stated herein. Any determination as to competency shall be made by appropriate GMCS staff.
7. **Installation:** Installation and workmanship shall conform to the best known practices in the trade.
8. **Guarantee:** The Contractor shall provide the Owner with a one (1) year written guarantee on workmanship and materials, from the date of acceptance.
9. **Permits And Licenses:** Contractor shall be licensed for the work required, and shall obtain all necessary permits and additional licenses required, and pay any fees. Bidders are notified that a City of Gallup Business License is required.
10. **Payment for Labor:** GMCS will not pay hourly labor rate until the worker(s) reach the work site. Mileage will be paid as specified below.

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GALLUP, NEW MEXICO 87305-1318
(505) 721-1000

11. **Payment Or Acceptance Not Conclusive:** Vendor will supply the District with invoice(s) for payment. No payment made under this contract shall be conclusive evidence of the performance of this contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the Bidder from corrections of the defects. The final acceptance shall not be binding upon the District, nor conclusive, should it subsequently develop the bidder has furnished inferior items or had departed from the Specifications and/or the terms of the Contract. Should such conditions become evident, the District shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the Specifications (and drawings, if any) at the cost and expense of the Bidder.
12. **Material Price Adjustments:** Any price adjustment requested by the vendor shall be limited to actual increased or decreased cost passed from the supplier/manufacturer to the vendor. Any request for price adjustments shall be submitted in writing and supported with appropriate documentation showing the increased cost to the vendor versus the cost used to determine the price quoted at the Bid Opening.
13. **Mobilization:** Mobilization is based on one-way, one time for work completed under this price agreement. Mobilization (mileage) will be paid to Contractor to locations outside 10 miles of the Gallup Corporate City Limits. The following are the distances as adopted by the Board of Education.

<u>Area</u>	<u>Miles</u>
Crownpoint, New Mexico	58
David Skeet Elementary	17
Navajo, New Mexico	47
Ramah, New Mexico	45
Thoreau, New Mexico	32
Tohatchi, New Mexico	29
Tse Yi Gai High	103
Twin Lakes Elementary	15

Note: Catherine A. Miller Elementary and Chee Dodge Elementary are considered to be within the 10-mile limit and mileage will not be paid for service calls to these locations.

The intent is for the Contractor to be able to provide installation of glass for one service call. Contractor may have the need to take measurements and make list of materials required, but will only be compensated one time one-way for the service call.

14. **Response Time:** Contractor shall respond to requests for service in a timely manner. Failure to do so will be cause for cancellation of this price agreement.
15. **Taxes:** Bid Prices shall not include New Mexico gross receipts tax or local tax. Taxes shall be added to the invoice as a separate line item at the applicable rate, in accordance with the rules and regulations.

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16. **Insurance:** Contractor shall obtain and maintain throughout the life of this contract insurance, at contractor's expense. Contractor shall name GMCS as additional insured (Certificate Holder), and include an endorsement by the insurer that the policy may not be cancelled nor allowed to lapse without ten (10) days' notice thereof first being given to GMCS.

A. **Worker's Compensation:** The Contractor shall maintain adequate Workman's Compensation insurance in accordance with the provisions of the Worker's Compensation Act of the State of New Mexico.

B. **Other required coverage:** The Contractor shall maintain Public Liability and Property Damage Insurance as to protect the Contractor and GMCS for all claims for damages, personal injury, wrongful death as well as claims for property damages which may arise from work covered under this contract, as such work be performed by anyone directly or indirectly employed by the Contractor.

C. **Coverage Required:** The type and amount of insurance required are as follows:

1. **Commercial General Liability Insurance** with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire Legal
\$ 5,000	Medical Payments

Said Policy of insurance must include coverage for all operations performed for GMCS by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of this Contract (Agreement).

2. **Automobile Liability Insurance:** A comprehensive automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and any and all other equipment owned and non-owned, both on and off the work.

D. **Certificates, renewals, and notice of cancellation shall be sent to:**

Gallup-McKinley County Schools
Procurement Office
P.O. Box 1318
Gallup, New Mexico 87305-1318

GALLUP-MCKINLEY COUNTY SCHOOLS
P.O. Box 1318
GALLUP, NEW MEXICO 87305-1318
(505) 721-1000

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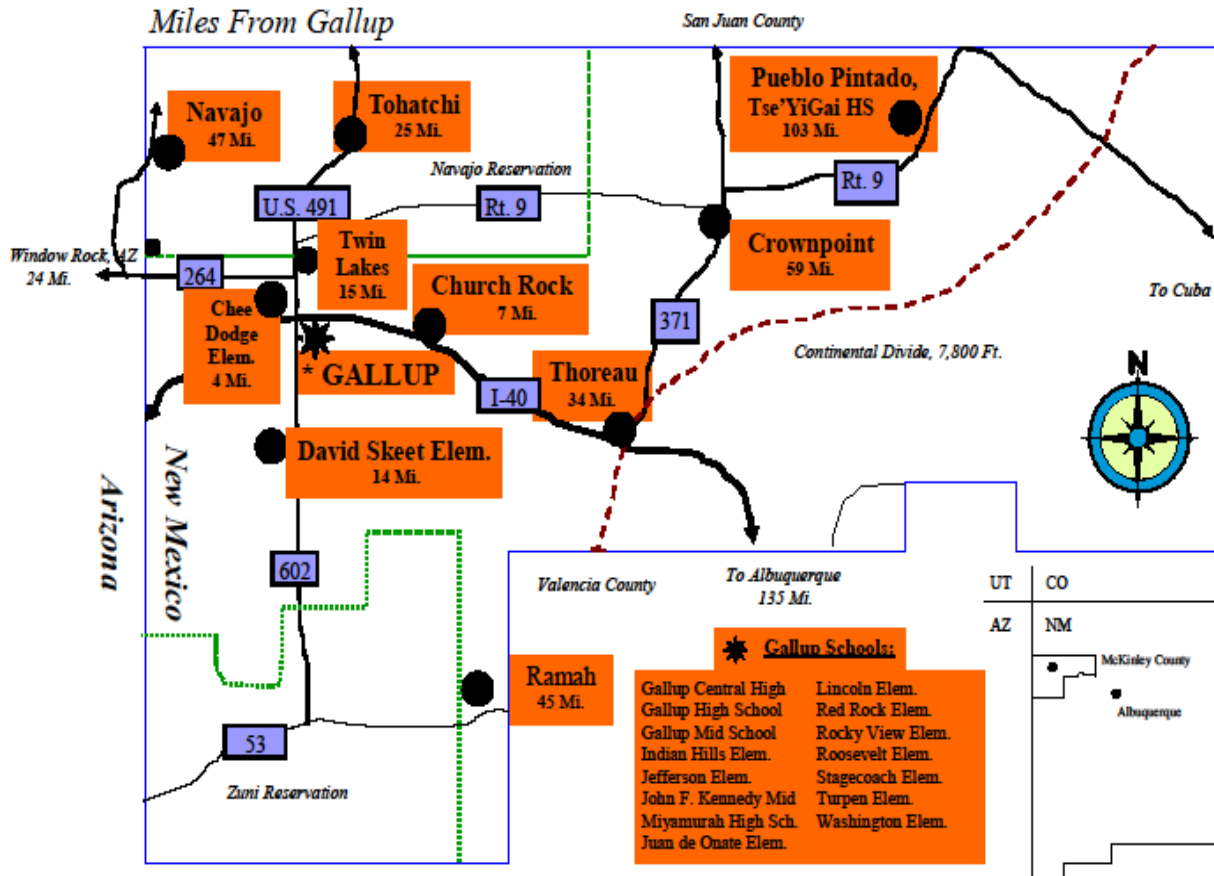
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Order Rep. Contact:	Name:
Order Phone #:	Invoice Info. Phone#:
Fax #:	Fax #:
Email:	Email:
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Gallup-McKinley County School District



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