

**LAS CRUCES SCHOOL DISTRICT NO. 2  
PURCHASING OFFICE  
505 S. MAIN STREET, SUITE 249  
LAS CRUCES, NM 88001  
OFFICE (575) 527-5844 FAX (575) 527-6619**

Date Mailed:

To:

Please bid on the attached listed material. Final submissions are required to be turned in no later than the below listed bid opening date and time by **ELECTRONIC BID/RFP SUBMISSION ONLY**. **Due to the recent development of the covid-19 virus in New Mexico and guidance from the Governor, Bids and Proposals must be submitted electronically via Vendor Registry by required date and time as noted on Bid/RFP documents. Please review e-submission directions within the bid.** Please retain a copy for your records.

The below listed data is provided for your reference and information. Please insure that the space provided for your company name, the bid number, name, title, and signature of the person submitting the bid, and the date of your bid are completely filled out.

**BID NUMBER: 20-21-10**

**BID TITLE: PRICE AGREEMENT – MILK, YOGURT, &  
FRUIT JUICE PRODUCTS COMMODITY  
CODES: 38075, 38090, 39360**

**OPENING DATE & TIME: April 29<sup>TH</sup>, 2021 @10:00 AM**

**CONTRACT PERIOD: JULY 1, 2021 THROUGH JUNE 30, 2022**

**DELIVERY REQUIREMENT: F.O.B. Las Cruces, NM; Prepaid/Allowed**

If you have any questions pertaining to this bid, please contact Jacob Gamon at (575) 527-5964 or via fax at (575) 527-6619.

Thank you for your prompt response.

Jacob Gamon  
Buyer

VENDOR – PLEASE COMPLETE THE FOLLOWING:

Bid Number: \_\_\_\_\_

Prices Valid Through: \_\_\_\_\_

Delivery: \_\_\_\_\_

Bid Submitted By: \_\_\_\_\_

Company Name

\_\_\_\_\_  
Representative's Name (print)

\_\_\_\_\_  
Representative's Signature                      Date

\_\_\_\_\_  
Telephone No.                                      Fax No.

**BID/RFP SUBMISSION ACCESS LOCATION**

Registration for electronic submission:

<https://vrapp.vendorregistry.com/Vendor/Register/Index/las-cruces-public-school-district-purchasing-nm-vendor-registration>

<https://vrapp.vendorregistry.com/Bids/Manager/BidsList?menuItem=Solicitations>

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

**Important Information:**

Las Cruces Public Schools Online Bidding System (Vendor Registry) utilizes the Internet and the World Wide Web which is comprised of systems that are completely under the control of the registry including but not limited to: The District, its agents, and registered suppliers' respective internet service providers. The District and its agents are not responsible for Internet outages, hardware failures, software failures, downtime, internet slowness, acts of God, power failures, and or user errors. All bids/proposals must be submitted before the due date regardless of your organization's ability to submit proposals online. It is the suppliers' responsibility to ensure that Bid/RFP offers arrive before the due date and time.

Proposers understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to a bid closing time (Due Date/Time). Proposers also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents. Suppliers are strongly encouraged to review, create, and submit all electronic bid responses several days in advance of the due date and time.

| ITEM NO                                     | DESCRIPTION  | ESTIMATED QUANTITY | SIZE         | UNIT COST | EXTENDED COST |
|---|--|--------------------|--------------|-----------|---------------|
| <b>SECTION ONE – DAIRY PRODUCTS</b>         |  |                    |              |           |               |
| 1.  | Low Fat Milk, 1.0% Milkfat.<br>BRAND NAME: _____<br>CURRENT MARKET PRICE: _____  | 700,000<br>Ea      | ½ pint       | \$        | \$            |
| 2.  | Chocolate Flavored Milk, Skim<br>BRAND NAME: _____<br>CURRENT MARKET PRICE: _____  | 3,000,000<br>Ea    | ½ pint       | \$        | \$            |
| 3.  | Strawberry Flavored Milk, Skim<br>BRAND NAME: _____<br>CURRENT MARKET PRICE: _____   | 200,000<br>Ea      | ½ pint       | \$        | \$            |
| 4.  | Skim Milk<br>BRAND NAME: _____<br>CURRENT MARKET PRICE: _____  | 250,000<br>Ea      | ½ pint       | \$        | \$            |
| <b>SECTION ONE – TOTAL COST ITEMS 1 – 4</b> |  |                    |              |           | \$            |
| <b>SECTION TWO – YOGURT PRODUCTS</b>        |  |                    |              |           |               |
| ITEM NO                                     | DESCRIPTION  | ESTIMATED QUANTITY | SIZE         | UNIT COST | EXTENDED COST |
| 5.  | Yogurt, low-fat, made from 2% milk, fruit flavored, 4 oz. cup; <b>not to exceed 20 grams of sugar</b> ; with no artificial sweetener<br>BRAND NAME: _____<br>CURRENT MARKET PRICE: _____ | 100,000<br>Ea      | 4 oz         | \$        | \$            |
| 6.  | Yogurt, low-fat, made from 2% milk, Vanilla, with no artificial sweetener, 5-pound container <b>to include pump dispenser.</b><br><br>BRAND NAME: _____<br>CURRENT MARKET PRICE: _____   | 4,000<br>Ctr.      | 5 lb.<br>Ctr | \$        | \$            |
| <b>SECTION TWO – TOTAL COST ITEMS 5 – 6</b> |  |                    |              |           | \$            |

| <b>SECTION THREE – FRUIT JUICE PRODUCTS</b> |  |                           |             |                  |                      |
|---|--|---------------------------|-------------|------------------|----------------------|
| <b>ITEM NO</b>                              | <b>DESCRIPTION</b>   | <b>ESTIMATED QUANTITY</b> | <b>SIZE</b> | <b>UNIT COST</b> | <b>EXTENDED COST</b> |
| 7.  | Fruit Juice, Carton or k-pak, APPLE, 4 oz. Size, no sugar, 100% pure juice, Grade A, non-frozen, Vita-Fresh or equal.<br><b>BRAND NAME:</b> _____<br><b>CASE QUANTITY:</b> _____           | 350,000<br>ea             | 4 oz.       | \$               | \$                   |
| 8.  | Fruit Juice, Carton or k-pak, FRUIT PUNCH 4 oz. Size, no sugar, 100% pure juice, Grade A, non-frozen, Vita-Fresh or equal.<br><b>BRAND NAME:</b> _____<br><b>CASE QUANTITY:</b> _____      | 320,000<br>Ea             | 4 oz.       | \$               | \$                   |
| 9.  | Fruit Juice, Carton or K-pak, GRAPE, 4 oz. Size, no sugar 100% pure juice, Grade A, non-frozen, Vita-Fresh or equal.<br><b>BRAND NAME:</b> _____<br><b>CASE QUANTITY:</b> _____            | 275,000<br>Ea             | 4 oz        | \$               | \$                   |
| 10.   | Fruit Juice, Carton or K-pak ORANGE, 4 oz. Size, no sugar, 100% pure juice, Grade A, non-frozen, Vita-Fresh or equal.<br><b>BRAND NAME:</b> _____<br><b>CASE QUANTITY:</b> _____           | 350,000<br>Ea             | 4 oz.       | \$               | \$                   |
| 11.   | Fruit Juice, Carton or K-pak APPLE CHERRY, 4 oz. Size, no sugar, 100% pure juice, Grade A, non-frozen, Vita-Fresh or equal.<br><b>BRAND NAME:</b> _____<br><b>CASE QUANTITY:</b> _____     | 300,000<br>Ea.            | 4 oz.       |                  |                      |
| 12.   | Fruit Juice, Carton or K-pak PINEAPPLE ORANGE, 4 oz. Size, no sugar, 100% pure juice, Grade A, non-frozen, Vita-Fresh or equal.<br><b>BRAND NAME:</b> _____<br><b>CASE QUANTITY:</b> _____ | 300,000<br>Ea.            | 4 oz.       |                  |                      |
|   | <b>SECTION THREE – TOTAL COST ITEMS 7 – 12</b>   |                           |             |                  | \$                   |
|   | <b>GRAND TOTAL OF SECTIONS ONE, TWO, AND THREE</b>   |                           |             | <b>BID TOTAL</b> | \$                   |

| SPECIAL CONDITIONS AND SPECIFICATIONS<br>(PLEASE CHECK YES OR NO)  | BIDDER<br>COMPLIES<br>YES | BIDDER<br>COMPLIES<br>NO | IF NO, SPECIFY<br>DIVIATION |
|--|---------------------------|--------------------------|-----------------------------|
| <b>I. BID AWARD:</b><br>Bids will be awarded to Section Low or the Total Low Responsive Bidder which ever best serves the interest of the School District.   | _____                     | _____                    |                             |
| <b>II. BIDDER COMPLIANCE &amp; PRICE AGREEMENT INFORMATION:</b><br><b>A.</b> Pricing shall remain in effect from July 1, 2021 to June 30, 2022.<br><b>B.</b> The quantities stated on the attached bid price page are estimated quantities only and not binding on the Las Cruces School District.<br><b>C.</b> Pricing for milk products shall be based on the most current federal market order price schedule for the Las Cruces, NM. <ol style="list-style-type: none"> <li><b>1.</b> Upon written notice, pricing shall be adjusted during the effective price period according to fluctuations in the federal market order.</li> <li><b>2.</b> An increase or decrease of .15 per CWT will reflect an increase or decrease of .001 cents per half-pint.</li> </ol> <b>D.</b> Pricing on fruit juices shall remain firm for the contract period stated.<br><b>E.</b> Orders shall be made daily for daily deliveries to the school addresses on the enclosed listing (see ATTACHMENT 1). First delivery for the school year will be <b>July 1, 2021 (tentative due to CO-VID 19)</b> . <ol style="list-style-type: none"> <li><b>1.</b> Delivery schedule shall be furnished to the successful Bidder by the Nutrition Services Director.               <ol style="list-style-type: none"> <li><b>a.</b> Deliveries to White Sands, NM location may be performed twice a week only.</li> <li><b>b.</b> All deliveries shall be on time as scheduled.</li> </ol> </li> <li><b>2.</b> Refrigerated milk storage boxes located at each school shall be stocked by the delivery person each day that school is in session.               <ol style="list-style-type: none"> <li><b>a.</b> Existing milk cartons must be removed, new cartons placed in, and the existing placed on top for first use.</li> <li><b>b.</b> Any outdated milk will be removed and credit issued for them.</li> <li><b>c.</b> Pending adequate space, milk storage boxes may be filled using</li> </ol> </li> </ol> | _____                     | _____                    |                             |
|  | _____                     | _____                    |                             |
|  | _____                     | _____                    |                             |
|  | _____                     | _____                    |                             |
|  | _____                     | _____                    |                             |
|  | _____                     | _____                    |                             |
|  | _____                     | _____                    |                             |
|  | _____                     | _____                    |                             |
|  | _____                     | _____                    |                             |
|  | _____                     | _____                    |                             |
|  | _____                     | _____                    |                             |
|  | _____                     | _____                    |                             |
|  | _____                     | _____                    |                             |
|  | _____                     | _____                    |                             |
|  | _____                     | _____                    |                             |
|  | _____                     | _____                    |                             |

|   |   |  |  |
|---|---|--|--|
| <p><u>CLEAN</u> delivery crates, otherwise, they shall be filled by hand stacking. Continued use of <u>dirty crates</u> may result in hand stacking of all milk.</p> <p>d. Delivery crates used to fill milk storage boxes shall be constructed such as to prevent damage to school equipment.</p> <p>1. All cartons should be filled with 8 ounces of milk. Short weighted cartons are not acceptable.</p> <p>e. Successful bidder should have adequate quantities of milk (i.e., chocolate) to fill the requirements of the school location.</p> <p>3. Contract supplier shall pick up and credit all unserved milk on hand prior to school holidays and closing for five (5) serving days or longer.</p>   | <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>   | <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>  |  |
| <p><b>III. QUALITY CONTROL AND BIDDER RESPONSIBILITY REQUIRMENTS</b></p> <p><b>A.</b> The successful bidder shall supply, upon request, the fat content certification of each type of milk product awarded.</p> <p><b>B.</b> Upon request, the successful bidder shall supply the latest Microbiological Analysis from the dairy furnishing the awarded milk products.</p>  | <p>_____</p> <p>_____</p>   | <p>_____</p> <p>_____</p>  |  |
| <p><b>IV. GENERAL SPECIFCATIONS</b></p> <p><b>A.</b> Skim, Lowfat, Chocolate, and Strawberry flavored milk products must meet the following minimum requirements:</p> <p>1. Must be packaged in plastic coated, half-pint cartons.</p> <p>a. Leaky cartons are not acceptable.</p> <p>2. Must meet or exceed State of New Mexico Standards for Skim Milk, Lowfat Milk, or Flavored Milk as applicable.</p> <p>3. Must be pasteurized and homogenized.</p> <p>4. Vitamin A content – 2,000 International Units per quart.</p> <p>5. Vitamin D – optional.</p> <p>6. All specific requirements stated on the bid pricing pages.</p> <p><b>B.</b> Fruit juices shall come in a 4 ounce container. Made from 100% juice concentrate packed under continuous USDA inspection. Each unit to bear USDA shield</p> <p>1. <b>Fruit juice brands offered as “equal” must obtain written approval,</b></p> | <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> | <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> |  |



**E. Insurance:**

If the services contemplated under this Agreement will be performed on or in District facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the Las Cruces Public Schools District or other party to this Agreement as additional insured. **Proof of Insurance may be required.**

- I. Workers Compensation (including accident and disease coverage) at the statutory limit.

Employers liability: \$100,000.

II. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

Bodily injury: \$1,000,000 per person / \$1,000,000 per occurrence.

Property damage or combined single limit coverage: \$1,000,000.

Automobile liability (including non-owned automobile coverage): \$1,000,000.

Umbrella: \$1,000,000.

III. Contractor shall maintain the above insurance for the term of this Agreement and name the Las Cruces Public Schools District or other party to this Agreement as an additional insured and provide for 30-days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

**F. Collusion:**

The bidder shall not engage in collusion of any sort and shall ensure that no person or other legal entity, other than the bidder has an interest in the bidder's submission and prepare the submission without any knowledge of, comparison of figures with, or arrangement with any other person or firm preparing a Submission for the same work.



**G. Default and Force Majeure:**

The District reserves the right to cancel all or any part of any orders placed under this contract without cost to the District, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the District due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-Contractors due to any of the above, unless the District shall determine that the supplies or services to be furnished by the sub-Contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the District provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

**H. Appropriations:**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the agency to the Contractor. The agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

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**I. Termination:**

**I. Grounds.**

-The District/Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this agreement based upon the Agency's uncured, material breach of this Agreement.

**II. Notice; Agency Opportunity to Cure.**

-The Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

-Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

- Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the Las Cruces Public Schools District; or (iii) the Agreement is terminated pursuant to the section titled, "Appropriations", of this Agreement.

**III. Liability:**

Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the contractor's default/breach of this agreement.

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**J. Freedom of Information and Protection of Privacy Act:**

All documents submitted to the LCPS shall become the property of the LCPS and will be held in confidence by the LCPS, subject to the provisions of the United States' Freedom of Information and Protection of Privacy Act. The successful Respondent and awarded contract value are routinely released information.

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT 1**

**SCHOOL NAME**

**PHYSICAL ADDRESS**

|                                 |   |
|---------------------------------|---|
| Alameda Elementary              | 1325 N. Alameda<br>Las Cruces, NM 88005           |
| Booker T. Washington Elementary | 755 E. Chestnut<br>Las Cruces, NM 88001           |
| Central Elementary              | 150 N. Alameda<br>Las Cruces, NM 88005            |
| Cesar Chavez Elementary         | 5250 N. Holman Rd.<br>Las Cruces, NM 88012        |
| Columbia Elementary             | 4555 Elks Drive<br>Las Cruces, NM 88005           |
| Conlee Elementary               | 1701 Boston<br>Las Cruces, NM 88001               |
| Desert Hills Elementary         | 280 N. Roadrunner Parkway<br>Las Cruces, NM 88011 |
| Doña Ana Elementary             | 5551 Camino de Flores<br>Las Cruces, NM 88005     |
| East Picacho Elementary         | 4450 Highway 85 North<br>Las Cruces, NM 88005     |
| Fairacres Elementary            | 4501 W. Picacho Avenue<br>Las Cruces, NM 88033    |
| Hermosa Heights Elementary      | 1655 E. Amador Avenue<br>Las Cruces, NM 88001     |
| Highland Elementary             | 5221 N. Main Street<br>Las Cruces, NM 88012       |
| Hillrise Elementary             | 1400 S. Curnutt<br>Las Cruces, NM 88011           |
| Jornada Elementary              | 3400 Elks Drive<br>Las Cruces, NM 88005           |
| Loma Heights Elementary         | 1600 E. Madrid<br>Las Cruces, NM 88001            |
| MacArthur Elementary            | 655 N. Fourth Street<br>Las Cruces, NM 88005      |
| Mesilla Elementary              | 2363 Calle del Sur<br>Mesilla, NM 88047           |
| Mesilla Park Elementary         | 955 W. Union Avenue<br>Mesilla Park, NM 88047     |
| Monte Vista Elementary          | 4675 Peachtree Hills<br>Las Cruces, NM 88012      |
| Sonoma Elementary               | 4201 Northrise Drive<br>Las Cruces, NM 88011      |
| Sunrise Elementary              | 5300 N. Holman Road<br>Las Cruces, NM 88012       |
| Tombaugh Elementary             | 226 Carver Road<br>Las Cruces, NM 88005           |
| University Hills Elementary     | 2005 S. Locust<br>Las Cruces, NM 88001            |
| Valley View Elementary          | 915 E. California Avenue<br>Las Cruces, NM 88001  |
| White Sands Schools             | White Sands Missile Range,<br>NM 88003            |

**ATTACHMENT 1: CONTINUED**

| <b>SCHOOL NAME</b>        | <b>PHYSICAL ADDRESS</b>                            |
|---------------------------|--|
| Camino Real Middle School | 2961 N. Roadrunner Parkway<br>Las Cruces, NM 88011 |
| Lynn Middle School        | 950 S. Walnut<br>Las Cruces, NM 88001              |
| Mesa Middle School        | 7225 Jornanda Road North<br>Las Cruces, NM 88012   |
| Picacho Middle School     | 1040 N. Motel Blvd.<br>Las Cruces, NM 88005        |
| Sierra Middle School      | 1700 E. Spruce Avenue<br>Las Cruces, NM 88001      |
| Vista Middle School       | 4465 Elks Road<br>Las Cruces, NM 88005             |
| Zia Middle School         | 1300 W. University Avenue<br>Las Cruces, NM 88005  |
| Centennial High School    | 1950 S. Sonoma Ranch<br>Las Cruces, NM 88011       |
| Las Cruces High School    | 1750 El Paseo Road<br>Las Cruces, NM 88001         |
| Mayfield High School      | 1955 N. Valley Drive<br>Las Cruces, NM 88005       |
| Oñate High School         | 5700 Mesa Grande<br>Las Cruces, NM 88011           |

ATTACHMENT 2

LAS CRUCES SCHOOL DISTRICT NO. 2 PURCHASING OFFICE  
CONDITIONS OF BIDDING SCHEDULE

1. Bidders are advised that all bids are subject to the legal requirements as provided in the State of New Mexico Procurement Code, Chapter 13, NMSA, 1978 Compilation.
2. All bids are to be received by the Las Cruces School District by the specified due date/time provided on the Invitation for Bid.
  - a. To facilitate timely and error free submission, bid responses should be submitted via the Vendor Registry Portal. See following links: <https://vrapp.vendorregistry.com/Vendor/Register/Index/las-cruces-public-school-district-purchasing-nm-vendor-registration> <https://vrapp.vendorregistry.com/Bids/Manager/BidsList?menuItem=Solicitations>
    1. Bids received after bid opening shall not be accepted and shall be returned unopened.
  - b. State the UNIT PRICE and TOTAL PRICE for each item/service offered. UNIT PRICE shall govern any extension errors.
    1. Pricing shall be stated **F.O.B.-Las Cruces, New Mexico; prepaid and allowed** unless otherwise specified.
    2. Pricing shall exclude the applicable New Mexico gross receipts tax or local option tax.
    3. Pricing shall remain effective for a minimum of thirty (30) days after the bid opening date
  - c. Be complete with all required information.
    1. Detailed literature and specifications shall be included with the bid when no Brand/Model Number is specified or when an "or equal" item is offered. Bidders are requested to provide products that are recyclable and/or biodegradable.
      - a) Failure to provide this information shall subject bid to rejection.
    2. Where required, bidders shall state brand names and model numbers of items offered as "or equal".
      - a) Where a "brand name or equal" is specified, it is for the purpose of describing a standard of quality, performance, or characteristic desired and not to limit or restrict competition.
    3. Any changes or clarification to bid requirements shall be made via written addendums when required. Verbal understandings shall not be binding.
    4. Bids received unsigned are not acceptable until signed by the bidder or bidder's representative.
3. Bidders shall be required to:
  - a. Provide samples at no cost for evaluation purposes when requested by the School District or bid documents.
    1. Samples shall be returned at suppliers request only, otherwise samples shall become property of the School District after 60 days.
    2. When return is requested, samples shall be returned **F.O.B.-Las Cruces, New Mexico, Freight Collect.**
  - b. Comply to the criminal laws prohibiting bribes, gratuities and kickbacks.
  - c. Submit with the bid, a self-addressed, stamped envelope when bid pricing results are desired.
    1. Phone requests for bid pricing results are and will be discouraged.
4. The School District reserves the sole right to:
  - a. Determine responsible bidders and responsive bids.
  - b. Determine and waive minor technicalities in the bid form or requirements not affecting price, quality, or quantity of items or services sought.
  - c. Delete, decrease or increase quantities of bid items or services within their effective price date.
  - d. Negotiate an extension of effective price date.
  - e. Accept and award responsive bids to responsible bidders offering the lowest:
    1. Individual Unit Price, or
    2. Grouped Unit Price, or
    3. Lump Sum Unit Price;
 whichever is determined most beneficial by and to the School District.
  - f. Reject any or all bids partially or wholly.
5. Bid awards shall be made within thirty (30) days of the bid opening date.
  - a. Contracts resulting from this bid shall be open-ended, indefinite quantity contracts and may be "piggybacked" during the effective price dates. Successful bidders shall extend pricing on the same goods and/or services awarded as a result from this bid to other school districts and public entities in New Mexico.
  - b. Successful bidders shall receive notice of award via Purchase Order showing unit price, item or service description, delivery and payment terms and any other pertinent information.
    1. Purchase Order number shall appear on all subsequent packing lists, bills of lading, invoices, and other related correspondences.

6. Name of Business \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_

**In compliance with the Bid Specifications and the Conditions of Bidding Schedule, I the undersigned, offer and agree to furnish any or all items, upon which prices are offered at the price set as opposite each item, to the School District within the time specified.**

BIDDER GUARANTEES DELIVERY OF ITEMS WITHIN \_\_\_\_\_ DAYS. PAYMENT TERMS: \_\_\_\_\_  
 UNIT PRICES EFFECTIVE FROM \_\_\_\_\_ TO \_\_\_\_\_  
 AUTHORIZED SIGNATURE \_\_\_\_\_ Type or Print Name \_\_\_\_\_  
 TITLE OF PERSON SUBMITTING BID \_\_\_\_\_  
 TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_



Subject: Certification

As a potential vendor/contractor awardee to the Las Cruces Public School District, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form. **Please return the completed form with your solicitation submittal.**

**DEBARMENT:**

***Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all vendors/contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.***

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I hereby certify that my company listed below and its principles, have not been debarred, suspended, proposed for debarment, declared ineligible are not in the process of being debarred, or are voluntarily excluded from conducting business with a federal department, an agency of the federal government, or the State of New Mexico.

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

COMPANY CITY/STATE/ZIP: \_\_\_\_\_

COMPANY PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

COMPANY **DUNS** IDENTIFICATION NO: \_\_\_\_\_

---

NAME AND SIGNATURE OF COMPANY REPRESENTATIVE AUTHORIZED TO CERTIFY THE ABOVE:

PRINTED NAME OF REPRESENTATIVE: \_\_\_\_\_

SIGNATURE OF REPRESENTATIVE: \_\_\_\_\_

Date

If you have any questions, please contact me at (575)527-5845.

Sincerely,

Jacob Gamon  
Buyer, Purchasing Department Las Cruces  
Public Schools

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed 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 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 proposals and ending with the award of the contract or the cancellation of the request for proposals. **“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.



**ATTACHMENT 4: CONTINUED**

**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)

\_\_\_\_\_  
Company Name

**--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)

\_\_\_\_\_  
Company Name



CONFLICT OF INTEREST

Offeror/Bidder warrants that he/she or other members of proposed project team has no interest, and shall acquire no interest, which would directly or indirectly conflict in any manner or degree with the performance of this proposal. No person or selling agency may be employed or regained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained or utilized by offeror for the purpose of securing business.

For violation or breach of this warrant, LCPS shall have the right to annul this contract without liability or, at its discretion, to deduct price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

FEDERAL CONTRACT PROVISIONS COMPLIANCE

When a procurement involves the expenditure of federal funds, the procurement shall be conducted in accordance with mandatory applicable federal law and regulations. Prospective contractors and/or vendors must adhere to and comply with federal contract provisions where applicable in responding to this proposal. One or more departments may utilize federal funds for the purchase uniform apparel for staff.

**APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS.**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the

## ATTACHMENT 6: CONTINUED

construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**ATTACHMENT 6: CONTINUED**

(J) Recovered Materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

Acknowledges and complies with said provisional terms whereby, MAYBE, applicable if federal funds are utilized in the purchase of uniform apparels. Required certifications and documents are attached as applicable in this proposal.

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Authorized Signature/Title

Date:

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Company Name