

LAS CRUCES PUBLIC SCHOOLS  
505 SOUTH MAIN – STE 249  
LAS CRUCES, NEW MEXICO 88001  
GENERAL BID CONDITIONS

**BID #20-21-11 FRESH PRODUCE COMMODITY CODES 39028/39084**

**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. (Online due date: 04/29/2021 @2:00PM MDT)**

ACCEPTANCE OF CONDITIONS OF BID:

The purchase of materials, equipment and services by the Las Cruces Public Schools is authorized by the Public Purchases Act Of 1978. Chapter 13, Article 1-82 defines a responsible bidder in these words: “responsible bidder” means a bidder who submits a responsive bid, and who has furnished, when required, information and data to prove his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction or items of tangible personal property described in the invitation for bids.

The undersigned certifies that he/she has read and understood the following conditions of bidding, and that the firm represented accepts the conditions and submits the attached bid proposal in full compliance with the general bid conditions and the applicable bid specifications.

\$

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Bid Total (From Completed Spreadsheet)

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Company Name

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Signature of Owner, Partner, Officer or Authorized Agent  
(NOTE: TO BE A VALID BID, VENDOR MUST SIGN HERE)

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Contact Name and Number

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Company Address

E-Mail Address

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Company City, State and Zip Code

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Company Telephone Number

LAS CRUCES PUBLIC SCHOOLS  
 NUTRITION SERVICES DEPARTMENT  
 505 SOUTH MAIN STREET, SUITE 249  
 LAS CRUCES, NM 88001  
 FAX (575) 527-5912 OFFICE (575) 527-5993

TITLE: Request For Bid #20-21-11 Fresh Produce

DUE DATE & TIME: \_\_\_\_\_

FOR DELIVERY PERIOD OF: \_\_\_\_\_

**UNIT COST SHOULD AGREE WITH THE UNIT SIZE AS SPECIFIED  
 QUANTITIES ARE ESTIMATES ONLY AND NOT BINDING ON THE SCHOOL DISTRICT.**

**SCHOOL/FFV/SNAP ED ITEMS**

ITEM DESCRIPTION	FOREIGN	DOMESTIC	QTY	UNIT SIZE	UNIT COST	EXT. COST
Apples, Gala, 125 ct/cs			795	CS	\$	
Apples, Golden Delicious, 125 ct/cs			500	CS	\$	
Apples, Granny Smith, 125 ct/cs			946	CS	\$	
Apples, Red, Crisp, 100 ct/cs			220	CS	\$	
Apples, Washington Red Del, Fancy; 138/ct, 2 3/4 " Dia			1588	CS	\$	
Bakers, mini (fingerling)			300	lbs	\$	
Bakers, Potato 70 ct/cs			340	CS	\$	
Bananas, Green tip/ripe, 6" - 40#/cs			1610	CS	\$	
Bell Peppers; Medium Bells, US No.2, Green			450	lbs	\$	
Bell Peppers; Red			1200	lbs	\$	
Broccoli; Buds, Florets, #			1050	lbs	\$	
Cabbage; Green Bulk, Domestic			3300	HEAD	\$	
Cabbage; Red Domestic, Head			1050	HEAD	\$	
Cantaloupe; US No.2 15 count			29000	lbs	\$	
Carrots; Baby 24/ct 1lb			23200	lbs	\$	
Carrots; Shredded, 1/8" cut, 5# Bag			1825	BAG	\$	
Cauliflower; Buds, Florets, Curds 4/3, 5#/bag			1600	BAG	\$	
Cauliflower, Purple; US No. 1 Trimmed Heads 9/12 HD			300	lbs	\$	
Celery, Sticks, 5#/bag			7575	BAG	\$	
Cilantro, Bunches			100	Bunch	\$	
Cucumbers; 6-9", Large, US No. 1,			17000	lbs	\$	
Grapes; Red Flame Seedless/Thompson 18# Lug			1304	LUG	\$	
Grapes; White Seedless/Thompson 18# Lug			1339	LUG	\$	
Honeydew; US No.2, 8/count,			32000	lbs	\$	
Jicama; Whole			15,000	lbs	\$	
Kale; US No.1 Fresh Good Color Dry 24ct/cs			100	CS	\$	
Kiwi; 90 ct/cs			750	CS	\$	
Lemons			225	lbs	\$	
Lettuce; Green Leaf Head - 24ct/cs			2225	CS	\$	
Lettuce; Romaine, 24ct/cs			2555	CS	\$	
Mushrooms; Whole			450	lbs	\$	
Nectarine, Freestone; US No.1, size 88-96, 18-20 lb/cs			700	CS	\$	
Onions; Yellow, Medium, Unclassified			800	lbs	\$	
Onions, Red; 2 or 3 inch diameter US No. 1			550	lbs	\$	
Oranges; US No.1; 2 3/4" Diameter; 138/ct/cs			2300	CS	\$	
Peaches, Freestone; US No.1; size 80, 18-20 lb/cs			900	CS	\$	
Pears; Bartlett; Medium, US No.1, size 150			800	CS	\$	
Pepper, Jalapenos fresh			1,000	lbs	\$	
Plums, Santa Rosa; US 105, size 40-50, 18-28lb/cs			300	CS	\$	
Radishes; Bunch, US commercial Red Globe			725	lbs	\$	
Snow Peas; 10#/CS			112	CS	\$	
Spinach; Drk Green/cleaned, stemmed, washed, 2.5#/bag			1500	BAG	\$	
Spring Mix; 3# Bag			400	BAG	\$	
Squash, Yellow; US No. 1 Grade Standard			100	lbs	\$	
Strawberries; US No.2; 8# Lug			3100	LUG	\$	
Tangerines; US No.1, 100 ct/cs			1600	CS	\$	
Tomatoes; 5 x 6, 2-Layer			5000	CS	\$	
Tomatoes; Cherry; 12pt lug			30,000	PTS	\$	
Watermelon; US Picnic, seedless No. 1, 26 lbs			1000	lbs	\$	
Zucchini; Green, Squash, US No.2, 22lbs			5000	lbs	\$	

**FFV/SNAP ED EXTRA ITEMS**

ITEM DESCRIPTION	FOREIGN	DOMESTIC	QTY	UNIT SIZE	UNIT COST	EXT. COST
Apples, Fuji; Red/Yellow 40#/cs			75	CS	\$	
Apricots, fresh med. 1-3/8 in.			622	lbs	\$	
Asparagus, fresh 11#/cs			115	CS	\$	
Avocados, Ripe w/dark green pitted skin 84ct			50	CS	\$	
Banana, Plantain; 40#/cs			100	CS	\$	
Bananas, Red; Deep Purple Color 40#/cs			100	CS	\$	
Bean, Wax			705	lbs	\$	
Bell Peppers; Yellow US No.1 Grade Medium 2 1/2 inch dia			500	lbs	\$	
Blood Oranges; 40#cs			100	CS	\$	
Blueberries, fresh 14-1/4oz			690	CNT	\$	
Broccoflower; US No.1 Grade 18 HD Standard			200	lbs	\$	
Carrots, Yellow Us Grade 5# Bag			300	BAG	\$	
Carrotsticks; 3 inch length US Grade A 1/4 thick			100	lbs	\$	
Cauliflower, Yellow; US No.1 Trimmed Heads 9/12 HD			300	lbs	\$	
Chayote; 25#			150	lbs	\$	
Corn; White, 4 dzn/cs			200	CS	\$	
Corn, Yellow; 4 dzn/cs			200	CS	\$	
Cranberries			470	lbs	\$	
Dragon Fruit; 10#/c Oval Shape			150	CS	\$	
Figs; 24 Ct/cs			150	CS	\$	
Grapefruit; 32 Ct/cs			295	CS	\$	
Grapple; 48 Ct/cs			200	CS	\$	
Lettuce, Butter, 24ct			35	CS	\$	
Mangos, Whole Fresh, Ataulfo			7,900	EA	\$	
Okra; 18#			200	lbs	\$	
Papaya; 25# / cs			250	CS	\$	
Passion Fruit; 3 to 8 inch deep green and glossy			150	CS	\$	
Peach, Wht Saturn; 48ct/cs Flat peach red & wht Saturn Shape			150	CS	\$	
Pears; Anjour; Medium, 40#			150	CS	\$	
Pears; Bosque; Medium, 40#			150	CS	\$	
Peas, Snap; 10 lb/cs			100	CS	\$	
Persimmon			470	lbs	\$	
Pineapple; Mes, 8 ct/cs			250	CS	\$	
Pomegranates			4554	lbs	\$	
Potato; Sweet, US No. 1 Standard, Clean, Smooth 40#			45	lbs	\$	
Rambutan; 5#/cs			200	CS	\$	
Squash, Green Flower 5# cs			100	CS	\$	
Squash, Mexican; Small Firm w/shine tender skin			100	lbs	\$	
Squah, Patty Pan; Yellow 10# US No. 1 Grade Standard			100	lbs	\$	
Star Fruit; 16 ct/cs			500	CS	\$	
Tangelos			200	cs	\$	
Tomato, Red Grape; 12pt/18# Cs			500	CS	\$	
Tomato, Yellow Grape; 12pt/18# Cs			500	CS	\$	
Tomato, Pear; Pear Shaped Tomato 12pts/Lug			500	LUG	\$	

TOTAL: \$ \_\_\_\_\_

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GENERAL BID CONDITIONS

**BID # 20-21-11 FRESH PRODUCE COMMODITY CODES 39028/39084**

OPEN END BID PRICES on produce will prevail from Monday thru Sunday, **2021- 2022 school year**. This is a market value bid; initial bids must be submitted as specified on page one and bi-weekly price sheets must be submitted via fax or e-mail for all future purchases. Bids not submitted on the date and time listed will not be considered. The quantities shown are estimated quantities. There is no guarantee of quantities to be ordered. **Pricing must hold from the time the Purchase Order is issued until date of delivery.**

Las Cruces Public Schools recognizes that produce can and does experience rapid fluctuations. It is assumed that the bidder will be aware of normal market trends, shortages, seasonal variations etc. and will price his/her quotation accordingly for the 2 weeks.

In the Event of an emergency circumstances (such as freezes), which dramatically disrupt the availability and/or pricing of a significant portion of the supply, Las Cruces Public Schools must be notified immediately. Written notice, fax (575-527-5912 & 575-527-6619) or e-mail ([evwilliams@lcps.net](mailto:evwilliams@lcps.net) & [wmanning@lcps.net](mailto:wmanning@lcps.net)) shall be furnished to Amanda Esquibel, Nutrition Services Director and Will Manning, Purchasing Director. Unless the Nutrition Services Director and/or the Director of Purchasing determine otherwise, Schools will replace all orders for the item in question with something more readily available and less expensive, for example: Apples for oranges, etc. If item is a staple, for example: Lettuce, a price variance will be acceptable for all bidders and award will be re-evaluated.

Las Cruces Public Schools may or may not order all items listed on the product sheets each week nor does it guarantee to order any particular item only because it has been offered. The district will take advantage of seasonal specials and general availability as well as price.

All deliveries will be stacked and rotated on pallets in storeroom, walk-in coolers and freezers. All deliveries will be FOB and delivered to each individual school as listed on **Attachment A**. Payment will be made within 30 days per receipt of invoice billing Las Cruces Public Schools.

Each formal produce quote will be submitted every biweekly Tuesday before Noon (12:00 pm) for delivery on the following week and make sure to include your company name on each bid. Submit to: Las Cruces Public Schools, Attn: **Nutrition Services Office, 3600 Arrowhead Dr Las Cruces, NM 88011 Building #8**, or fax to 575-527-5912.

Quality of all products shall be fresh and unspoiled, not wilted or otherwise deteriorated. All produce must have a shelf life expectancy of 5 days. Produce must be Grade 1 or better. We ask in the pricing structure to identify grade of produce. Las Cruces Public Schools reserves the right to reject a shipment that does not meet reasonable standards of acceptable quality.

**PRE-CUT PACKAGED ITEMS:**

**Packaged products must be processed in a facility that has a city and state license. Vendor must submit a copy of license. All pre-cut items must be marked with weight and date packed.**

**ALL DELIVERIES TO SCHOOLS MUST BE MADE BETWEEN 7:00 AM – 1:00 PM, SEE ATTACHEMENT E. ALL WAREHOUSE (FOOD SERVICE) DELIVERIES MUST BE MADE BETWEEN 6:00 AM- 7:00 AM. NO EXECEPTIONS.**

Any order being delivered **after 1:00 pm will be refused**. If you cannot deliver at or before 1:00 pm, please DO NOT BID.

**The Agriculture Appropriations Act for Fiscal Year – “Buy American” Provision of the Law:** Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. The legislation defines “domestic commodity or product” as one that is produced and/or processed in the United States substantially using domestic agricultural commodities. “Substantially” means that 51% of the final processed products consist of agricultural commodities that were grown in the United States.

It is essential that all purchases of agricultural commodities and food products comply with this statutory.

**COUNTRY OF ORIGIN OF PRODUCE BEING BID MUST BE STATED ON BID SHEETS.** Items may be rejected if not an American Product.

For **Accounts Payable** purposes, a monthly statement of invoices for the month ending must be prepared and sent to: Las Cruces Public Schools, Attn: Nutrition Services, **3600 Arrowhead Dr. Las Cruces, NM 88011 Building #8**  
Contact Edwanda Williams with any questions or clarifications.

[evwilliams@lcps.net](mailto:evwilliams@lcps.net)  
Phone 575-527-5996

**INSTRUCTIONS TO BIDDERS:** the purchase of any and all supplies, materials or equipment by the Las Cruces Public Schools, pursuant to any advertisement or request for bids is subject to the following terms and conditions.

1. **SEALED BIDS VIA E-SUBMISSION:** All Bids and Proposals must be submitted electronically via Vendor Registry by required date and time as noted on Bid/RFP documents. 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>

**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. .

2. ***COUNTRY OF ORIGIN OF FOOD ITEMS BEING BID MUST BE STATED.*** Items may be rejected if not an American Product.
3. **DELIVERY:** All produce must be delivered in refrigerated trucks, in order meet EID regulations truck must remain running during delivery to sites to ensure product stays at temperature. Failure to do so may result in bidder disqualification. All produce must be delivered when the school kitchens are open. All delivery tickets will be signed when delivery is complete & acceptable. Deliveries not authorized by the Director of Nutrition Services shall not be paid. The successful bidder must make school deliveries using the schedule given to them by Nutrition Service for days of the week. The bidder may have to make at least three (3) deliveries a week to each school. All deliveries of unsatisfactory produce as determined by the school district personnel will be refused. Repeated delivery of seconds or unsatisfactory produce will result in bidder disqualification by the Director of Nutrition Services or Director of Purchasing.

4. **TAXES:** Attention of the bidder is invited to the fact that Las Cruces Public Schools is exempt from all Federal Excise Taxes and is exempt from State and City Sales Tax on all products. The Business Office is fully prepared to furnish all necessary exemption certificates as required.
5. **AWARD OF BID:** Bids will be awarded to all companies submitting an original bid regardless of price. **The company submitting the lowest bi-weekly Bid by section (Daily Usage Items and Specialty Items) will be awarded that product for that 2-week period, which in the opinion of the Board of Education satisfactorily meets the specifications for each item, offered. Award of items will be on a total lump sum.**
6. **QUANTITY:** Las Cruces Public Schools reserves the right to increase the quantity of any or all items at the per unit bid in accordance with state school purchasing regulations
7. **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 either 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 Las Cruces Public Schools, Attn: Nutrition Services Department, **3600 Arrowhead Dr. Las Cruces, NM 88011**, or as directed. Such samples must be labeled with the name of the bidder, designation of the bid for which they are submitted and with the bid item number. All expense of any nature incurred in submitting bid samples must be borne by the bidder. Bidders are advised that the Board of Education will not pay for samples nor will it pay for samples soiled or damaged in the process of examination, inspection, testing or evaluation and bidders submitting samples do so with this understanding. Upon completion of testing and evaluation, and after award of contracts, bidders may pick up the unused samples, or upon written request, Board of Education employees will ship unused samples to the bidder at the expense of the bidder. The Board of Education assumes no special or contractual responsibility of the safekeeping of bid samples, although Bidders are cautioned that bid proposals not submitted on official bid documents furnished by the Las Cruces Public Schools, not properly completed and filled in, not properly supported by required information and data and not properly signed may be rejected by the Purchasing Department, at its option. In cases of error in extending prices, the unit price shall be accepted as the price bid.
8. Use of Federal Funds: Food Services revenues are derived primarily from federal sources. Federal law prohibits application of any residential preference when the expenditure of federal funds designated for specific purchases) is involved.
9. Quantity Discounts should be included in the price of the item. Such discounts may not be considered where set out separately unless the bid invitations so specifies.
10. Nothing in this regulation shall be deemed to permit contract award to a bidder submitting a higher quality item than that designated in the invitation for bids if such bidder is not also the lowest bidder. Further, this regulation does not permit negotiations with any bidder.
11. Any bidder, offeror or contractor who is aggrieved in connection with procurement may protest to the purchasing office. The protest shall be submitted in writing within fifteen calendar days after the facts or occurrences giving rise thereto.
12. **ADDITIONAL DOCUMENTS:** Bidders must adhere to and fill out a **Conditions of Bidding Schedule, Debarment, Campaign Contribution, Conflict of Interest, and Federal Contract Provisions form enclosed as Attachments B, C, D, E, and F. School calendar will be available upon request for your use and information.**
13. **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.

**14. Termination:**

A. 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.

B. Notice; Agency Opportunity to Cure.

1. The Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
2. 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.
3. 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.

C. 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.**

17. **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.
18. **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.
19. **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.
20. **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.**

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

Employers liability: \$100,000.

B. 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:

1. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
2. Property damage or combined single limit coverage: \$1,000,000.
3. Automobile liability (including non-owned automobile coverage): \$1,000,000.
4. Umbrella: \$1,000,000.

C. 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.

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**ATTACHMENT "A"**

**LAS CRUCES PUBLIC SCHOOLS - DELIVERY HOURS ARE BETWEEN 7:00 AM TO 1:00 PM**

<b>ALAMEDA ELEMENTARY 1325 N. ALAMEDA</b>	<b>DEL NLT 10:30 AM</b>	<b>MONTE VISTA ELEMENTARY 4675 PEACHTREE HILLS</b>	<b>DEL NLT 10:30 AM</b>
<b>BOOKER T. WASHINGTON ELEM. 755 EAST CHESTNUT</b>	<b>DEL NLT 10:30 AM</b>	<b>SONOMA ELEMENTARY 4201 NORTHRISE</b>	<b>DEL NLT 10:30 AM</b>
<b>CENTRAL ELEMENTARY 150 NORTH ALAMEDA</b>	<b>DEL NLT 10:30 AM</b>	<b>SUNRISE ELEMENTARY 5300 NORTH HOLMAN ROAD</b>	<b>DEL NLT 10:30 AM</b>
<b>CESAR CHAVEZ ELEMENTARY 5250 NORTH HOLMAN</b>	<b>DEL NLT 10:30 AM</b>	<b>TOMBAUGH ELEMENTARY 266 CARVER ROAD</b>	<b>DEL NLT 10:30 AM</b>
<b>COLUMBIA ELEMENTARY 4555 ELKS DRIVE</b>	<b>DEL NLT 10:30 AM</b>	<b>UNIVERSITY HILLS ELEMENTARY 2005 SOUTH LOCUST</b>	<b>DEL NLT 10:30 AM</b>
<b>CONLEE ELEMENTARY 1701 BOSTON</b>	<b>DEL NLT 10:30 AM</b>	<b>VALLEY VIEW ELEMENTARY 915 EAST CALIFORNIA</b>	<b>DEL NLT 10:30 AM</b>
<b>DESERT HILLS ELEMENTARY 280 N ROADRUNNER PARKWAY</b>	<b>DEL NLT 10:30 AM</b>	<b>WHITE SANDS ELEMENTARY WHITE SANDS MISSILE RANGE</b>	<b>DEL NLT 10:30 AM</b>
<b>DONA ANA ELEMENTARY 400 E. DONA ANA SCHOOL RD</b>	<b>DEL NLT 10:30 AM</b>	<b>CAMINO REAL MIDDLE SCHOOL 2961 N. ROADRUNNER PARKWAY</b>	<b>DEL NLT 11:00 AM</b>
<b>EAST PICACHO ELEMENTARY 4450 HIGHWAY 85 NORTH</b>	<b>DEL NLT 10:30 AM</b>	<b>LYNN MIDDLE SCHOOL 950 SOUTH WALNUT</b>	<b>DEL NLT 11:00 AM</b>
<b>FAIRACRES ELEMENTARY 4501 WEST PICACHO</b>	<b>DEL NLT 10:30 AM</b>	<b>MESA MIDDLE SCHOOL 7225 JORNADA ROAD NORTH</b>	<b>DEL NLT 11:00 AM</b>
<b>HERMOSA HEIGHTS ELEMENTARY 1655 EAST AMADOR AVENUE</b>	<b>DEL NLT 10:30 AM</b>	<b>PICACHO MIDDLE SCHOOL 2700 WEST PICACHO AVE.</b>	<b>DEL NLT 11:00 AM</b>
<b>HIGHLAND ELEMENTARY 5221 N. MAIN STREET</b>	<b>DEL NLT 10:30 AM</b>	<b>SIERRA MIDDLE SCHOOL 1700 EAST SPRUCE</b>	<b>DEL NLT 11:00 AM</b>
<b>HILLRISE ELEMENTARY 1400 SOUTH CURNUTT</b>	<b>DEL NLT 10:30 AM</b>	<b>VISTA MIDDLE SCHOOL 4465 ELKS DRIVE</b>	<b>DEL NLT 11:00 AM</b>
<b>JORNADA ELEMENTARY 3400 ELKS DRIVE</b>	<b>DEL NLT 10:30 AM</b>	<b>ZIA MIDDLE SCHOOL 1300 WEST UNIVERSITY</b>	<b>DEL NLT 11:00 AM</b>
<b>LOMA HEIGHTS ELEMENTARY 1600 EAST MADRID</b>	<b>DEL NLT 10:30 AM</b>	<b>CENTENNIAL HIGH SCHOOL 1950 SOUTH SONOMA RANCH</b>	<b>DEL NLT 11:30 AM</b>
<b>MACARTHUR ELEMENTARY 655 NORTH FOURTH AVENUE</b>	<b>DEL NLT 10:30 AM</b>	<b>LAS CRUCES HIGH SCHOOL 1755 EL PASEO ROAD</b>	<b>DEL NLT 11:30 AM</b>
<b>MESILLA ELEMENTARY CALLE DEL SUR, MESILLA</b>	<b>DEL NLT 10:30 AM</b>	<b>MAYFIELD HIGH SCHOOL 1955 NORTH VALLEY DRIVE</b>	<b>DEL NLT 11:30 AM</b>
<b>MESILLA PARK ELEMENTARY 955 WEST UNION</b>	<b>DEL NLT 10:30 AM</b>	<b>ONATE HIGH SCHOOL 6800 NORTH MAIN STREET</b>	<b>DEL NLT 11:30 AM</b>

**DELIVERIES WILL NOT BE ACCEPTED ON ANY OTHER TIMES AS STATED ABOVE**

ATTACHMENT "B"

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.
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 with 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 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" required 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.***

---

I hereby certify that my company listed below, and its principals have not been debarred, suspended, proposed for debarment, declared ineligible are not in the process of being debarred, or are voluntarily excluded from conduction 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 FEDERAL TAX IDENTIFICATIONNO: \_\_\_\_\_

---

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

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

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

Date

If you have any questions, please contact me at (575) 527-5964.

Sincerely,

Jacob Gamon  
Buyer  
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 "D": 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 F: 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 F: 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