

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

Date Mailed/Faxed:

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:	20-21-12
BID TITLE:	PRICE AGREEMENT - PORTABLE CLASSROOM MOVING SERVICES COMMODITY CODE(S): 91064
BID DUE DATE & TIME:	June 8, 2021 @2:00PM (MDT)

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

## **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.	ITEM DESCRIPTION	QUANT	UNIT COST
1.	<p>Portable Classroom Moving Services;</p> <p>A. Services will require relocating classrooms within the Las Cruces, New Mexico vicinity (20-mile radius).</p> <p>1. For moves outside the 20-mile radius, contractor to state excess mileage charge for each mile outside of radius: \$ _____/mile.</p> <p>B. Classrooms are skid mount design and approximately 32' x 32' dimensions.</p> <p>C. School District will remove fencing or other obstructions on School District property to provide clear pathways for classroom maneuvering.</p> <p>D. Up to fifteen (15) moves to be made annually, mostly during summer months. Average number of moves is estimated to be six (6) to ten (10) per year.</p> <p><b>E. Contractor is to furnish a copy of applicable license(s) with bid.</b></p> <p><b>F. Contractor will be responsible for obtaining all applicable permits.</b></p> <p>G. The contract period will commence on July 1 and end June 30 of the following year.</p> <p>1. Bid pricing may be extended annually for up to three additional years pending mutual agreement between the contractor and the Las Cruces School District Board of Education.</p>	Indefinite	\$ _____ per classroom

**VENDOR PLEASE COMPLETE THE FOLLOWING:**

Bid submitted by:

\_\_\_\_\_  
Print Name\_\_\_\_\_  
Title\_\_\_\_\_  
Signature\_\_\_\_\_  
DateRepresenting:  
\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_  
Company Name /Address\_\_\_\_\_  
Phone\_\_\_\_\_  
Fax

SPECIAL CONDITIONS AND SPECIFICATION	BIDDER COMPLIANCE YES	BIDDER COMPLIANCE NO	SPECIFY DEVIATION
<p><b>I. BID AWARD</b></p> <p>A. Bid will be awarded to the ITEM LOW RESPONSIVE bidder.</p> <p>B. Resulting contract(s) may be extended annually for up to three (3) additional years pending mutual agreement between the School District and the successful bidders.</p>	<hr/> <hr/>	<hr/> <hr/>	
<p><b>II. ITEM SPECIFICATIONS</b></p> <p>A. Specifications stated for all items herein must be adhered to in order for bids to be considered responsive and acceptable</p> <p>B. Bidder are referenced to the attached CONDITIONS OF BIDDING SCHEDULE to become informed with the details of the conduct of the bid.</p>	<hr/> <hr/>	<hr/> <hr/>	
<p><b>III. DELIVERY</b></p> <p>A. Moving services must be accomplished as scheduled and coordinated by and through the LCPS Physical Plant Department.</p> <p>B. Prices should reflect costs associated with the moving services on a per unit basis, any additional charges other than the outside radius mileage charge will be deducted and not paid.</p>	<hr/> <hr/>	<hr/> <hr/>	
<p><b>IV. FORMS NEEDED</b></p> <p>A. Bidders MUST also fill a DEBARMENT, CAMPAIGN CONTRIBUTION, and CONFLICT OF INTEREST forms enclosed as attachments 1, 2, &amp; 3.</p>	<hr/>	<hr/>	



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: \_\_\_\_\_

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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.

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.

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Company Name

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Address

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Company Representative

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Date