

**LAS CRUCES SCHOOL DISTRICT NO. 2  
CENTRAL PURCHASING OFFICE  
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. Submit your bid no later than the below listed bid opening date and time by hard copy or via fax to the above listed address or fax number. 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: 17-18-11**

**BID TITLE: OPEN ORDER PRICE AGREEMENT - CAFETERIA SMALL  
EQUIPMENT AND SUPPLIES COMMODITY CODE: 16507**

**OPENING DATE & TIME: MAY 17, 2018 @ 2:00 p.m.**

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

**DESIRED DELIVERY DATE: ASAP After Receipt of Order (ARO)**

If you have any questions pertaining to this bid, please contact Cesar Chavez ([cchavez3@lcps.net](mailto:cchavez3@lcps.net)) at (575) 527-5845 or via fax at (575) 527-6619.

Thank you for your prompt response.

Cesar Chavez  
District Buyer

ITEM NO.	ITEM DESCRIPTION	PERCENTAGE DISCOUNT OFF CATALOG PRICING
01	SOFT GOODS - Dishtowels, potholders, vinyl aprons, laundry bags, oven mitts	
02	TABLEWARE - Flatware, Trays	
03	SALAD BAR & ACCESSORIES - Salad bowls, Tongs, spoons	
04	FOOD STORAGE - Food storage containers, food storage pans, food transporters	
05	KITCHENWARE & TABLETOP ITEMS - Pans, pots, whips, rolling pins, funnels, scrapers, bowls, cutlery, cutlery bins, kitchen utensils, ladles, measures, scoops, condiment pumps, can openers, cook-eze surfaces, ice blanket rolls, rack covers	
06	FOOD SERVICE EQUIPMENT - (Items less than \$500.00 each) Utility carts, ingredient bins, shelving.	
07	SCALES - Utility scales.	
08	THERMOMETERS - Refrigerators/Freezer, Storeroom Thermometers, Pocket Thermometer	
09	GLOVES - Latex, rubber, neoprene, hand protectors.	
10	BRUSHES - Vegetable, pastry, cleaning, scrub. Utility	
11	ANTI -FATIGUE FLOOR MATTING	

**VENDOR PLEASE COMPLETE THE FOLLOWING:**

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

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

Bid submitted by:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Representing:

\_\_\_\_\_  
Company

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

SPECIAL CONDITIONS AND SPECIFICATION (PLEASE CHECK YES OR NO)	BIDDER COMPLIANCE YES	BIDDER COMPLIANCE NO	IF NO SPECIFY DEVIATION
<p><b>I. PRICE AGREEMENT INFORMATION</b></p> <p>A. Bidders shall offer a percent (%) discount from current catalog prices or manufacturer's suggested retail price list (MSRP) for the various categories listed on page 2 of the bid pricing documents.</p> <p>1. Orders for any or all items listed may be made throughout the effective contract period on an "as needed" basis. Orders will be based on current catalog prices as supplied by the successful vendor throughout the contract period.</p> <p>B. Discounts shall remain effective from July 1, 2018 to June 30, 2019.</p> <p>C. Discounts shall be based on deliveries made F.O.B. , Las Cruces, NM; prepaid and allowed.</p> <p>D. Items ordered shall be shipped within two weeks after receipt of order, unless approved by the School District. Items received damaged or broken shall be immediately replaced.</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p><b>II. REQUIRED BID SUBMITTALS.</b></p> <p>A. Responsive bids shall include with the bid the following.</p> <p>1. All bid documents signed, and discounts listed for each category offered by the bidder.</p> <p>2. Current catalog of items or manufacturers suggested retail price list offered by bidder must be included with the bid.</p> <p>3. Failure to comply with the above requirements renders the bid as non-responsive and not acceptable for award.</p> <p>4. Bidders must sign and fill out a terms and conditions, debarment, campaign contribution, and conflict of interest form attached as <b>Attachments 1, 2, 3, &amp; 4.</b></p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	

<p>III. BID AWARD</p> <p>A. The School District reserves the right to issue single or multiple awards, which serves the best interest of the School District in order to fulfill the requirements of this solicitation.</p> <p>B. Written notice of bid award shall be issued and accepted by the successful bidder(s).</p> <p>C. Resulting contract may be extended annually for up to three (3) additional years pending mutual agreement between the School District and the successful bidders.</p> <p>D. This agreement shall be an indefinite quantity, indefinite cost price agreement. The successful vendors shall extend pricing throughout the contract period to Las Cruces School District. The agreement may be extended by the successful bidder to any other public body pursuant to the New Mexico Procurement Code (Section 13-1-129, NMSA, 1978).</p>	<hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/>	
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**IV. Other Information**

**A. 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.

**B. 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.

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**C. 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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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**D. 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.

\_\_\_\_\_

\_\_\_\_\_

**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. Impracticality of Performance:**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

_____	_____			
_____	_____			
_____	_____			
_____	_____			



ATTACHMENT 1

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 delivery, bid response envelopes should clearly list the **BID NUMBER** and due date on the exterior of the envelope, and be mailed, or delivered to:
 

**LAS CRUCES SCHOOL DISTRICT NO. 2  
PURCHASING DEPARTMENT  
505 SOUTH MAIN STREET, SUITE 249  
LAS CRUCES, NM 88001**
  - b. Or faxed to (575) 527-6619.
    1. Bids received after bid opening shall not be accepted and shall be returned unopened.
  - c. 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
  - d. 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.***

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,

Cesar Chavez  
Buyer, Purchasing Department Las Cruces  
Public Schools

## ATTACHMENT 3

### 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 3: 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)

**--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)



**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