



Las Cruces Public Schools

Going Above and Beyond for Every Student, Every Day

REQUEST FOR PROPOSALS

RFPNO: 19-20-02P

GUARANTEED JANITORIAL SUPPLIES, EQUIPMENT AND RELATED PRODUCTS, SOLUTIONS, AND MANAGEMENT SERVICES

ISSUED: September 1st, 2019

Commodity Codes: 295863 and 96745

CLOSING DATE AND TIME:

Proposals are requested to be received at the Closing Location below prior to:
10:00 AM (10:00 hrs.) Mountain Standard Time on September 24th, 2019

Las Cruces Public Schools Contact for Questions:

Will Manning, CPPO/CPO
Director of Purchasing
Telephone: (575)527-5846
Email: wmanning@lcps.net

Pre-proposal Conference
(TBD)

LASCROCES PUBLIC SCHOOLS DISTRICT

RFP NO:	19-20-02P
TITLE:	GUARANTEED JANITORIAL SUPPLIES, EQUIPMENT AND RELATED PRODUCTS, SOLUTIONS, AND MANAGEMENT SERVICES
DUE DATE/TIME:	September 24th, 2019 @ 10:00 a.m.
Commodity Codes:95863 & 96745	

I. Introduction: Las Cruces Public Schools District No.2 (School District) is requesting sealed proposals from qualified, experienced, and reputable suppliers/manufacturers/companies for procuring guaranteed janitorial supplies, equipment, and related products, solutions, and management services meeting the minimum specifications and expectation in accordance with the terms, conditions, and requirements set forth in this Request for Proposal (RFP). This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by the School District.

A. This RFP is part of a competitive procurement process which helps to serve in the School District best interests. It also provides qualified firms with a formal and unrestrictive opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the process of competitive sealed bidding. The latter process is usually used where the goods and services being procured can be precisely described and price is generally the determinative factor. With an RFP, competitive negotiations, however, price is not required to be the determinative factor, although it may be, and the School District has the flexibility to negotiate with one or more contractors to arrive at a mutually agreeable relationship. It is imperative upon respondents to check their proposal carefully prior to the proposal being opened. Corrections shall not be allowed unless determined by the procurement manager a technical irregularity exist that may be allowed.

B. This request does not commit the District to pay for any costs incurred in the submission of the RFP, or in making necessary studies for the preparation thereof, not to procure or contract for the services or materials.

C. Responses will be evaluated for the purpose of obtaining required janitorial supplies and equipment services from the firm(s) submitting the highest ranked proposal based on the criteria stated herein.

1.Proposal responses must be received in *sealed packages* by the above **DUE DATE & TIME** at the Purchasing Office, 505 S. Main St., Suite 249, Las Cruces, NM 88001. *The proposal number and tile must be annotated at the bottom right hand corner of the package. See further details below.*

2.Late proposals will not be accepted and will be returned unopened.

D. Inquiries regarding this solicitation may be addressed by contacting Mr. Will Manning, Director of Purchasing at (575) 527-5846/wmanning@lcps.net and/or Mr. Cesar Chaves, Purchasing Buyer, at (575) 527-58545 cchaves3@lcps.net. Questions to this proposal will be addressed via email by electronic amendment pertaining to RFP requirements. Amendment(s) shall be emailed to all prospective respondents for a quick turnaround response to those who have provided a valid email address.

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1. Prospective vendor may obtain a copy of the proposal by registering via the Vendor Registry website by the provided link.

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

2. To view advertised/posted Bids/RFPs go to link:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=b006d03c-8caf-494f-a267-2a40765d3bc4> To open and view Bids/RFPs, vendors must be registered via Vendor Registry and signed in to view or download the RFP and related amendments.

E. All prospective respondents will comply with all local, state and or federal laws prohibiting bribes, gratuities, and kickbacks.

F. By responding to this request for proposal, the respondent warrants that it is and will acquire no interest, which would directly, or indirectly conflict in any manner or degree with the performance of the proposed service. Sign and return "*Conflict of Interest*" statement enclosed as Attachment A.

G. Respondents are required to complete and return within their Proposal Submittal Package the **Campaign Contribution Form** enclosed as Attachment B.

H. Each respondent must attest to their status of **Certification, Debarment, Suspension, and Ineligibility and Involuntary Exclusion** by completion and return of the subject letter enclosed as Attachment C.

I. New Mexico companies or contractors who wish to obtain a five percent bidding advantage on all state contracts are required to obtain a valid resident business certificate or resident contractor certificate issued by the State Taxation effective as of January 1, 2012. This in-state preference does not apply to contracts that use federal funding. As per 13-1-22 NMSA 1978, a business or contractor shall submit with its bid or proposal a copy of a valid resident contractor certificate issued by the taxation and revenue department. Insert tab as Attachment D and label as "Resident Contractor Certificate" followed by enclosed certificate.

II. OBJECTIVES

- Provide a comprehensive competitively solicited offering of Products and delivery Services for District-wide use in maintaining a healthy, sanitary, safe, and environmental sound school district for all clients with learning and business relations it serves.
- Establish a mutually agreed upon Agreement that benefits the both School District and Supplier; however, keeping in mind the customer is always first;
- Achieve cost savings for Suppliers and the School District through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- Ensure smart and economical volume purchasing to achieve cost effective pricing and better use of taxpayer's dollars;
- Via collaboration reduce administrative and overhead costs of Suppliers and the School

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- District through state of art ordering and delivery systems;
- Provide environmentally responsible products and services.

III. GENERAL TERMS AND CONDITIONS

1. **Taxes** - Taxes shall not be included in unit prices. The District will pay only the State Sales and Use Tax; however, California Use Tax will be paid to out-of-state vendors only when their permit number is shown on both their RFP and invoices. The successful Vendors shall list separately any taxes payable by the District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Federal Excise Tax is not applicable, as school districts are exempt therefrom. The District, upon request, shall furnish the contractor such Federal Tax Exemption Certificates as may be required.
2. **Brand Name and Number**- The Vendors shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the vendor is quoting on the exact brand name and number specified in the RFP form. Should any item for which proposals are requested by patented, or otherwise protected or designated by the particular name of the maker and the Vendor desires to RFP on an item of equal character and quality, he may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. Such substitution shall be accepted only if deemed by the Director of Purchasing and/or Executive Director of Physical Plant to be equal in all respects to that specified. If samples are requested by the Director of Purchasing and/or Executive Director of Physical Plant for this determination, they shall be submitted in accordance with provision stipulated in this RFP.
3. **Samples** - Samples shall be furnished free of cost to the District after the RFP opening. If requested, they are to be sent within seven (7) days to the Purchasing Department, at the above address, unless otherwise specified. The District reserves the right to reject the RFP of any Vendor failing to submit samples as requested. Samples must be plainly marked with name of vendor, RFP number and date of the RFP opening. Samples of the successful Vendors may be retained for comparison with deliveries. Vendors may pick up samples (if not destroyed by test) on notice from the Director of Purchasing and/or Executive Director of Physical Plant. If not picked up within fifteen (15) calendar days after date of such notice, samples may be disposed of by the District. Vendors (or their agent) hereby assume all risks of loss or damage to samples whatever the cause.
4. **Quantity and Quality of Materials or Services**- The successful Vendors shall furnish and deliver the quantities designated in the RFP or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the RFP specifications and the District's sample or the sample furnished by the Vendors and accepted by the District. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the RFP specifications, the cost of such test shall be paid by the Vendor(s). The Vendor certifies that all materials conform to all applicable requirements of NM OSHA and all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.
5. **Material Safety Data Sheets** - For all products requiring a Material Safety Data Sheet - The District requires that a Material Safety Data Sheet accompany all orders at the time of delivery.
6. **Severability** - If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
7. **Amendments** - The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

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8. **Entire Agreement** - This RFP and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Vendor, by the execution of his/her signature on the RFP Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.
9. **Force Majeure Clause** - The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
9. **Hold Harmless Clause** - The successful Vendor agrees to indemnify, defend and save harmless Fresno Unified School District, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, its officers, agents, and employees may sustain or injure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the Vendor or Vendor's agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.
10. **Prevailing Law** - In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the RFP proposal shall conform to all applicable requirements of local, state and federal law.
11. **Governing Law and Venue** - In the event of litigation, the RFP documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of New Mexico. Venue shall only be with the appropriate state or federal court located in Dona Ana County.
12. **Permits and Licenses** - The successful Vendors and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.
13. **Anti-discrimination** - It is the policy of the Las Cruces Public School District Board of Education, that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of sexual orientation, physical and mental disability, medical conditions, marital status, age, pregnancy, veteran status, gender, race, color, ancestry, national origin, sex, or religious creed. Therefore, the Vendor agrees to comply with applicable Federal and New Mexico laws including, but not limited to, the New Mexico Fair Employment and Housing Act. In addition, the successful Vendors agree to require like compliance by all subcontractors employed on the work by him.
14. **TERM:** LCPS reserves to right to procure the services/goods as described in this RFP and enter into a contract as described on RFP cover page.
15. **NON-APPROPRIATION:** The District's obligation to make payment under the terms of this RFP is contingent upon its appropriation of sufficient funds to make those payments. If the District does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. The District determination that sufficient funds have not been appropriated is firm, binding and not subject to review.

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16. **PROCUREMENT CODE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
17. **TERMINATION:** Either party may terminate this contract as follows:
 - A. Termination by the Contractor
 1. The contractor may terminate this contract only if Las Cruces Public Schools Public School District fails to comply with any provisions of this contract and after receiving notice of the noncompliance, the District fails to cure the noncompliance within ten (10) days, or
 2. By written mutual agreement between the Contractor and the District.
 - B. Termination by the District
 1. For Cause
 - a. The occurrence of either one of the following events will justify termination for cause:
 - i. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
 - ii. Contractor's violation in any substantial way of any provisions of this contract.
 - b. If either one of the events identified above occur, the District may, after giving Contractor (and the surety, if any) ten (10) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.
 - c. Where Contractor's services have been so terminated by the District, the termination will not affect any rights or remedies of District against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the District will not release the Contractor from liability.
 - C. For Convenience
 1. Upon ten (10) days written notice to contractor, LCPS may without cause and without prejudice to any other right or remedy of LCPS, elect to terminate the contract.
 2. In such case, Contractor shall be paid (without duplication of any items):
 - a. For completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination, for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.
 - b. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

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18. **INDEMNIFICATION:** The Proposer shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of any of his employees, agents or subcontractors. He shall save and hold harmless Las Cruces Public Schools Public Schools against any and all loss, cost, damage, claims, expense or liability in connection with the performance of the contract. Any equipment or facilities damaged by the Proposer’s operation shall be repaired and/or restored to their original condition at the Proposer’s expense.
19. **INSURANCE (If Applicable):** The successful proposer shall purchase and maintain statutory limits of Worker's Compensation, Public Liability and Automobile Liability insurance approved by LCPS at the time of contract award. Las Cruces Public Schools Public Schools shall be included as a loss payee and/or additional insured. Public Liability and Automobile Liability insurance shall include at least the following coverage:

General Liability Insurance - per occurrence \$2,000,000 General Aggregate - \$1,000,000 Product/completed operations aggregate \$1,000,000	\$1,000,000
Bodily injury, per occurrence	\$1,000,000
Medical and medically-related expenses	\$5,000
Vehicle bodily injury, each occurrence, excluding medical and medically related expenses	\$750,000
Property Damage, per occurrence	\$1,000,000

Contractor shall furnish Owner with certificates of insurance with the contract documents and prior to the commencement of work.

NOTE: Certificate holder shall be: Board of Education
Las Cruces Public Schools Public Schools

Certificate of Insurance forwarded to: Las Cruces Public Schools Public Schools
Purchasing Department
505 South Main Street, Suite 249
Las Cruces, New Mexico 88001

20. **AUDIT:** The District reserves the right to audit the contractor’s records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by District personnel or a third party under contract with the District. The District shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from the District the contractor agrees to fully cooperate with the auditors. If contractor subcontracts any portion of its obligation to another party, contractor shall guarantee District’s access to books and records of such party.
21. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for the District. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the District as a result of this procurement.

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22. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 13-1-129, proposers are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded proposer. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by Las Cruces Public Schools Public Schools.
23. **DEBARMENT OR SUSPENSION:** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1-180, and 13- 4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the District and shall not be considered for award of the contract during the period for which it is debarred or suspended with the District.
24. **CONFLICT OF INTEREST:** By submitting a proposal, the proposer certifies that no relationship exists between the proposer and the District that interferes with fair competition or is a conflict of interest; and no relationship exists between such proposer and another person or firm that constitutes a conflict of interest.
25. **NON-DISCLOSURE:** The proposer shall not disclose any information relating to students, and employees of LCPS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless LCPS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.
26. **ASSIGNMENTS:** The awarded Contractor shall not assign nor delegate specific duties as part of this RFP nor transfer any interest nor assign any claims for money due or to become due under this RFP without the written consent of LCPS.
27. **PAYMENT:** Any invoice received and payment made shall be subject to District's terms and conditions (NET 30) unless specifically waived by District in a separate written document and not this RFP or any response.
28. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this Bid shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
29. **FOB DESTINATION:** Unless stated otherwise, all materials shall be shipped F.O.B. Destination, to the District's designated address, as identified on each LCPS purchase order.
30. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by LCPS. If delay in delivery is foreseen, Seller must notify the LCPS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.
31. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.
32. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of

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the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that the goods/services are conforming and fails to make an effective rejection.

33. **BUYERS REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers non-conforming goods substantially impair the value of the goods.
34. **SELLERS RIGHT TO CURE A NON-CONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time.
35. **PROTESTS:**
 - A. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (13-1-172 NMSA 1978). The protest must be in writing and delivered to the Executive Director - Procurement Department, Las Cruces Public Schools, New Mexico.
 - B. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978).
 - C. The Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (13-1-174 NMSA 1978).
 - D. The Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall:
 - A. State the reasons for the action taken; and
 - B. Inform the protestant of the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.
 - E. A copy of the determination issued under 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (13-1-176 NMSA 19).

IV. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

This Solicitation is to establish a School District master agreement for the acquisition of the following products. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category.

The intent is for each Supplier to submit their **complete line** of Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions so that School District Agencies may order a wide array of products, services and solutions as appropriate for their needs.

a. Cleaning Supplies

CATEGORY 1: CHEMICALS

Air care and odor control, carpet care chemicals, chemical management systems, disinfectants/pest control, floor care chemicals, general purpose chemicals, glass cleaners, industrial and bench maintenance chemicals, institutional products, polishes, restroom cleaners, specialty chemicals, and other miscellaneous cleaning chemicals.

CATEGORY 2: SKIN CARE

Liquid soap, paste soap, foam soap, hand sanitizer, antibacterial wash, general skin and body cleanser, and dispensers.

CATEGORY 3: PAPER TOWELS/TISSUES/WIPERS

Facial tissue, seat covers, toilet tissue, towels, wipers, dispensers, and food service products.

CATEGORY 4: SANITARY MAINTENANCE

Brooms and dust pans, brushes, can liners, dispensing equipment, floor and hand pads, material handling, mopping supplies, feminine hygiene, squeegees and scrapers, and waste receptacles.

CATEGORY 5: SAFETY HAZARD SUPPLIES

Gloves, dust masks, shoe covers, disposable aprons, hair covers, safety treads, goggles, signs and barriers.

CATEGORY 6: MISCELLANEOUS CLEANING SUPPLIES

Any additional cleaning supplies offered by Supplier.

a. Related Custodial Products, Services and Solutions

The complete range of Related Cleaning Products, Services and Solutions offered by Supplier.

b. Cleaning and Maintenance Equipment

A complete selection of outdoor cleaning equipment, walk-behind scrubbers, rider scrubbers, scrubber-sweepers, rider sweepers, walk-behind sweepers and floor machines, burnishers, carpet extractors, vacuums, and any other cleaning and maintenance equipment offered by Supplier.

c. Related Cleaning and Maintenance Equipment Services and Solutions

The complete range of Related Cleaning and Maintenance Equipment Services and Solutions offered by Supplier, including equipment purchases and equipment leasing programs.

V. Background:

Mission: The Las Cruces Public Schools provides an equitable student-centered learning environment that cultivates civic engagement, promotes excellence, and celebrates diversity.

About LCPS: Las Cruces Public Schools is located 45 miles north of the US-Mexico border in Las Cruces, New Mexico. With approximately 24,999 students and 3,200 employees, LCPS is the second largest school district in New Mexico.

LCPS serves a diverse population of approximately 91,000 people throughout the City of Las Cruces, the Town of Mesilla, the Village of Doña Ana, and White Sands Missile Range, and the middle third of Doña Ana County. The city's largest employers include New Mexico State University, White Sands Missile Range, Las Cruces Public Schools, and the City of Las Cruces.

The district has 40 schools: 24 elementary schools (pre-kindergarten-5th); one combined elementary and middle school (K-8th); eight middle schools (6th-8th); and seven high schools (9th-12th). Two of the seven high schools are early college high schools and are located on the campus of New Mexico State University. LCPS also has a Virtual Learning Academy, serving elementary through high school students.

VI. Instructions to Offerors

A. **Closing Date/Time/Location:** Respondents are requested to submit their Proposal prior to the closing time of **10:00 AM (10:00 hrs.), Mountain Standard Time, September 24th, 2019**. The mandatory method of submission of proposal packages shall be:

1. By hand carry or courier delivery: In mandatory sealed enclosure containing TWO (2) original hardcopy of the Technical Proposal accompanied with TWO (2) electronic copy of the proposal on a USB/Jump drive. Also, provide TWO (2) original hardcopy of Cost Proposal with TWO (2) USB/Jump drive. Proposal Package shall be clearly marked: **"Guaranteed Janitorial Supplies, Equipment, and Related Products, Solutions, and Management Services with RFP No: 19-20-02P"** and delivered to the:

Attention to: Cesar Chavez, Buyer
Purchasing Department
Las Cruces Public Schools
505 South Main Street, Suite 249
Las Cruces, New Mexico 88001

Note: Technical and Cost proposal shall be separately sealed and mark according to their content. Should there be any differences between the hardcopy and the electronic copy, the hardcopy will prevail; if compliant with RFP requirements. *Proposals received by any other means will not accepted.*

2. **Sequence of Event:** This section of the RFP contains the schedule for the procurement, describes the major procurement events, and depicts the tentative timeline for the procurement.

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3. TECHNICAL PROPOSAL INSTRUCTIONS NAD FORMAT:

	<u>Action</u>	<u>Estimated Date</u>
1.	Issuance of RFP	September 1th, 2019
2.	Deadline to Submit Additional Questions	September 10th, 2019 @ 2:00 p.m.
3.	Response to Written Questions to RFP and Amendments/Addendum will be posted on the Procurement Website @ https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=b006d03c-8caf-494f-a267-2a40765d3bc4	September 13th, 2019 by C.O. B
4.	Submission of Proposal Deadline	September 24th, 2019 @ 10:00 a.m.
5.	Proposal Evaluation (Tentative)	September 27th, 2019 @ 10:00 a.m.
6.	Pre-Interview meeting (If required)	TBD
7.	Notice of Finalists (If required)	TBD
8.	Interviews with Finalists (If required)	TBD
9.	Contract Negotiations	TBD
10.	LCPS School Board Approval (Tentative)	October 2019
11.	Issue Notice of Award	TBD

3.1. The Proposer must submit the Technical Proposal in a separate binder containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein. It is required that TWO (2) hard copies and TWO (2) electronic copies of the technical proposal be provided. Electronic copies should be provided in thumb drive format. The Proposer must include a notarized statement that the thumb drive version is a true copy of the printed version.

Electronic/soft copies submitted must be certified free of viruses, malware, Trojans, worms, rootkits, spyware, adware, etc. Those who submit electronic/soft copies that contain viruses, malware, Trojans, worms, rootkits, spyware, adware, etc. may be liable for resulting damages.

3.2. The Proposer must submit the Technical Proposal in a separate binder containing the following information divided by tabs:

Tab 1 - COVER LETTER: The cover letter will provide a brief history of the Proposer and its organization. The letter will indicate the principal or officer of the Proposer organization who will be the District’s primary point of contact during negotiations. This individual must have the authority to negotiate all aspects on the scope of products, services and solutions on behalf of the Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter transmitting the proposal.

Tab 2 - EXECUTIVE SUMMARY: The Proposer will provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the Proposal.

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Tab 3 - PROPOSER PROFILE: The Proposer must provide a profile of its organization and all other companies who will be providing products or services through a dealer or distribution arrangement with the Proposer. At a minimum, the Proposer will provide the following information.

- Name of firm submitting proposal
- Main office address
- If a corporation, when and where incorporated
- Number of years in business
- Total number of employees
- Appropriate Federal, State, and County registration numbers

Tab 4 - PROPOSER INFORMATION:

- a. Supplier Qualifications. Proposer must include a narrative of its understanding and acceptance of the Supplier Commitments.
- b. Supplier Information

Tab 5 - STATEMENT OF QUALIFICATIONS: The Statement of Qualifications must include a description of organizational and staff experience, and resumes of proposed staff.

- a. Organizational and Staff Experience: Proposers must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.
- b. References: Provide three (3) references in **Attachment H** of public agencies where products or services of similar size and scope have been performed in the last twelve (12) months. References must include organization names, addresses, names of contact persons, and telephone numbers for such references.
- c. Personnel: The manufacturing staff and dealer/distribution network staff who may be assigned direct work during this contract should be identified. Information is required which will show the composition of the work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this contract.

Tab 6 - FINANCIAL STATEMENTS: Proposer must provide detailed, audited income statements and balance sheets from two of the most recent reporting periods.

4. COST PROPOSAL INSTRUCTIONS:

4.1. The Proposer must submit a cost proposal in a separate binder, clearly marked, fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee. Cost and/or Pricing shall be completed on **Exhibits 1 Janitorial Supply Item List and Exhibit 2, Janitorial Equipment List**. These list will form the basis for evaluation cost as part of this RFP.

It is required that two (2) hard copies and TWO (2) electronic copies of the cost proposal be provided. Electronic copies should be provided in thumb drive format. The Proposer must include a notarized statement that the thumb drive version is a true copy of the printed version.

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a. Proposer shall also provide and annotate pricing using a fixed percentage (%) discount off PROPOSER'S CATALOG PRICE LIST, or other objectively verifiable criteria, by product category shown. Proposers should indicate these category discounts where provided and identified on Exhibits 1 & 2.

b. Copies of the relevant price lists must be included in the Cost Proposal. Proposer should indicate the frequency with which price listing are updated. The frequency should not exceed once per year.

c. Price list should include a column to show product's environmental attributes such as chemical products third party "green" certification, paper products percent post-consumer waste and percent total recycled content, can liners LLDPE (Linear Low Density Polyethylene), LDPE (Low Density Polyethylene) and HDPE (High Density Polyethylene), designation, etc.

d. Provide the pricing for all services and solutions using a mark-up percentage over cost in the Exhibits 1 & 2. Cost shall be substantiated by an actual invoice indicating the amount paid for services or solutions. Proposer may propose alternative methodologies for pricing services if it feels it is in the best interest of the School District.

e. Detail any additional pricing incentives in the Exhibits that may be available to the School District such as for large volume purchases, prompt payment discounts, or rebates.

f. Prices/discounts shall be F.O.B. destination.

g. It is the Proposer's responsibility to provide the District with an up-to-date price list and any necessary brochures, finish material samples or related materials at no charge for the duration of the contract.

Note: Supply and Equipment pricing and the proposer's entire catalog list/assortment will be Proposer's offer is subject to evaluation for this weighted factor.

B. Examination of Documents: It is the sole responsibility of the respondent submitting the proposal package to comply with the requirements of the RFP. The Respondent must carefully examine all the Documents judging for and satisfying him/herself as to the probable conditions to be encountered. Should a Respondent find discrepancies in, or omissions from the documents, or should he/she cast doubt as to their meaning, he/she should, prior to submitting a proposal, notify the Purchasing agent in writing via email for question and answer timeline as stipulated above for clarification. The Respondent may not claim, after the submission of a proposal, that there was any misunderstanding with respect to the conditions imposed by the documents. No verbal agreement or conversation made or had at any time with any officer, agency, or employee of the School District shall affect or modify any of the terms or obligations herein stated.

C. Addenda: If the LCPS determines that an addendum is required for this proposal, the addenda/amendment will be posted on the LCPS Vendor Registry Website at <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=b006d03c-8caf-494f-a267-2a40765d3bc4> and shall be emailed to respondents who have provided a valid email address in their package. Each amendment must be incorporated into and become part of the proposal. No amendment of any kind to the proposal is effective unless it is in written form and issued by the LCPS. It is the sole

responsibility of each Respondent to acknowledge addenda/amendment in their submission package and to ensure any and all addendums are included prior to submitting their final Proposal submission.

1. **Revisions to Proposals:** Any revision to the proposal by the Respondent must be in writing, properly executed and received prior to the posted closing date and time.

2. **Proposal Withdrawal:** A Respondent may, without prejudice to himself, withdraw his proposal on written request received prior to the posted closing date and time as per instructions.

3. **Proposal Rejection:**

1. The LCPS reserves the right to reject any or all proposals or accept other than the lowest priced proposal and to accept the proposal which it deems most advantageous.

2. The LCPS may reject a proposal if:

a. After investigation and consideration, it is concluded that the Respondent is not qualified to do the work and/or cannot do the work and perform the Contract in a manner satisfactory to the LCPS.

b. A proposal contains qualifying conditions or otherwise fails to conform to these Instructions to Respondents.

c. A proposal is incomplete.

H. The LCPS may, at its absolute discretion, reject a Proposal submitted by a Respondent if the Respondent, or any officer or director of the Respondent is or has been engaged either directly or indirectly through another corporation in a legal action against the LCPS, its elected or appointed officers and employees in relation to:

a. any other contract for works or services; or

b. any matter arising from the LCPS exercising of its powers, duties, or functions pursuant to applicable New Mexico Statutes.

Note: In determining whether to reject a proposal under this clause, LCPS will consider whether litigation is likely to affect the Respondent's ability to work with LCPS, its consultants and representatives and whether LCPS experience with the Respondent indicates that it is likely to incur increased staff and legal costs in the administration of this contract if it is awarded to the Respondent.

2. LCPS may reject all proposals if for any reason LCPS considers it to be in its best interest to do so, including without limitation for any of the following reasons;

a. Not conducive to cost effectiveness and cost is higher than the funds budgeted or otherwise available for the project;

b. Decides not to proceed with the project or to defer the project;

c. In no event will LCPS be responsible for a Respondent's costs for preparing or submitting a proposal.

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VII. **SCOPE OF WORK:** Las Cruces Public Schools Public Schools is seeking to establish discount off pricing agreements with vendors who can supply janitorial supplies and equipment for the District. The District's goal is to develop relationships with vendors to provide quality supplies and equipment at a competitive price and delivered timely.

Proposer shall ensure items being proposed in this RFP meet the requirements and specifications of items provided in Supply and Equipment List enclosed as **Exhibits 1 & 2**. Vendor should identify substitutes of "equal or better" quality for each item being substituted. If an item is offered as a substituted, vendor must provide specification sheets for each item and LCPS may request a sample of the product that Vendor will provide at vendor cost.

The proposer shall provide the District an innovative way to track demand use via utilization reports and analysis by school and/or facility within the school district. Monthly reporting of use shall be provided to the Director of Purchasing and to the Executive Director of Physical Plant for internal tracking. Proposer shall identify and provide in the report narrative of utilization, high turnover areas, pilferage, and excessive use that may be an indication or cause misuse, waste, or possible training issues of personnel use.

Proposer shall provide appointed district staff access to its tracking system via logon and password if required for routine inquiry or research on orders and demand use.

The District reserves the right to award a multiple source award if it is determined to be in the best interest of the District in accordance with 13-1-153 NMSA 1978, and is to be awarded to the Offeror(s) having submitted the proposal(s) determined to be in the best interest of LCPS.

No minimum amount or orders is a guaranteed award of a contract in conjunction with this RFP.

Regardless of discounts offers, LCPS reserves the right to bid any item(s) separately whenever it is in the best interest of LCPS. LCPS reserves the right to negotiate a deeper discount in the event of a large quantity purchase.

VIII. **EVALUATION CRITERIA**

The following information is to be included in your proposal submission and will be used as the basis for evaluation. Failure to provide the following information may result in your proposal submission not being scored favorably. **Respondents are asked to structure proposals in sequential order as listed below.**

No assumptions should be made that information regarding the Respondent or its participants, their experience, expertise and performance on other projects is known, other than the documentation and responses submitted by the Respondent.

- A. **Company Profile:** shall include Cover Letter summarizing and highlighting the key features and resources of the proposal. The company should also indicate why its janitorial product and service is best suited for LCPS and why award should be made to its firm. The letter should be signed by an authorized signatory of the company.

B. Experience and Qualifications of the Firm: Proven experience of the Company's success in providing Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions to clients in a timely manner. Provide a description of your company, including the following:

1. Overview of the company, with an ownership profile and brief history of the Respondent including areas of expertise.
2. The business carried out by the office and the company in terms of similar clients, and other similar work undertaken.
3. Overall number of current customers and number of total users.
4. A list of key staff who will be assigned to LCPS project and their roles and responsibilities. Provide organizational chart.
5. A list of similar projects that the assigned key staffs has completed.
6. Years of experience of the assigned staff in providing the identified services to similar clients.
7. Who is the nominated project manager in charge of successful project delivery? Provide resume or curriculum vitae detailing their qualifications and experience.

C. References:

1. Provide three company letter references on company letterhead indicating performance of current or past services. The individual providing the reference must have knowledge of services and performance. Letter must provide contact name, position title, and telephone numbers of the last four clients that you have provided similar systems to and that are of a similar size and/or complexity to the LCPS (preferably, a school district or Local Public Bodies, State, other Government organizations).
2. All references provided by Respondent will be contacted by the LCPS to confirm the information provided in the proposal and the nature and quality of the services provided and form part of the evaluation.

Note: It is advised to proposer to refrain from using LCPS school officials as a reference to avoid the perception of a potential conflict of interest.

D. Customer Service

Submit written information that includes policies on returns, replacements, and restocking fees. Submit detailed written explanation on mechanisms you have in place or will implement internally that will ensure LCPS will obtain discounts on orders placed per your discount offer per this RFP. For example: a designated web-site to place orders, a designated representative, etc.

1. Please provide a sample usage report that meets requirements contained in SOW of this document. Provide detailed information on how LCPS staff will be able to retrieve usage reports.

E. Delivery and cost savings methods that may benefit LCPS Schools/Departments.

Submit written information that includes information on cost of delivery, delivery methods, delivery time and order tracking.

F. Cost Proposal: Exhibit 1 & 2.

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G. Evaluation Criteria used for Scoring each proposal:

<u>WEIGHTED FACTORS</u>	<u>POINTS DISTRIBUTION</u>
1. Company Profile (Ref. para., VIII., A)	5 points
2. Experience & Qualification (Ref para., VIII., B)	15 points
3. References (Ref para., VIII., C)	15 points
4. Customer Service (Ref para., VIII., D)	15 points
5. Delivery and Cost Savings Methodology (Ref para., VIII., E)	15 points
6. Cost Proposal (Ref. para, VIII., F)	30 points
Total Points > Per evaluator	100 POINTS

H. Proposals Distribution to Committee: The Procurement Manager will open each proposal package and note that all Mandatory requirements for submittal have been met. The Cost Proposal shall be separated from the Technical Proposal and locked away for evaluation after the Technical Proposals have been scored and ranked.

It is noted here that after the Committee has evaluated the Technical Proposals on an individual basis, shall re-convene with the Procurement Manager to compile results and average the scores to determine the rank of the Technical Proposals. The Cost Proposals will then be opened and evaluated, scored, and ranked. The rank of the Technical Proposal will be added to the rank of the Cost Proposal to determine the short list of Offerors to be interviewed. The District reserves the right to hold interviews, or not, depending on the outcome of the Technical and Cost Proposal evaluations.

I. Selection of Finalists: Preference will be given to New Mexico based Vendors for economic growth purposes within the State of New Mexico. Evaluation of proposals will be performed by an evaluation committee appointed by the Chief Procurement Officer. The evaluation process will take place at the date and time shown on the table above. During that time, the Procurement Manager may, at her or his option, initiate discussions with Offeror(s) who submit responsive or

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potentially responsive proposals for the purpose of clarifying aspects of the proposals. Proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

Offerors will be notified of the status of the Selection of Finalists “unofficially” by e-mail with a return receipt, and by certified mail. If you are not selected as a finalist, you will also be notified “unofficially” by e-mail with a return receipt and by certified mail. The e-mail notification and letter shall serve as notice to stand down from the procurement process.

J. Interviews with Finalists (If Held): The District *may* conduct interviews if the evaluation committee determines it is in the best interests of the School District to do so. Finalists will be notified by e-mail with return receipt and in writing, if a pre-interview meeting will be held for the purpose of distributing questions, rules and schedules for interviews.

The Procurement Manager will schedule the time for each Offeror’s presentation. The place and time of interviews will be determined by the number of Offerors on the short list. Presentations shall be held at the location specified in the Finalist Notification Letter.

reserves the right to award a single contract or multiple contracts based on an Offeror’s qualifications and overall proposal for the region Offeror is proposing to cover. The District may conduct interviews with Offerors where more than one proposal has been submitted in a region if deemed necessary by the evaluation committee.

K. Best and Final Offers: RESERVED - NOT APPLICABLE TO THIS SOLICITATION

L. Recommendation for Award: The recommendation for award(s) will be finalized with the most advantageous Offeror(s) by the date and time shown on the table above. This date is tentative. If a mutually agreeable terms cannot be reached within the time specified, The District reserves the right to finalize an agreement with the next most advantageous Offeror without undertaking a new procurement process. The most advantageous proposal may or may not have received the most points.

The District reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this Request for Proposals; and unless otherwise specified, to accept any item in a proposal.

M. Award: Awards shall be made on proposals that will provide the greatest value based on the evaluation criteria and not necessarily on the lowest price. The District reserves the right to make award to separate offerors for the different janitorial product solutions or make award to one offeror providing a turnkey solution for the product and services meeting the requirements in the RFP as determined to be the best value and interest of the District. The District reserves the right to award a full term contract agreement as required by procurement law. Term of the Award may be terminated at any time period contingent upon appropriations and termination matters pursuant to provisions of the RFP and related Agreement.

N. Contract Negotiations: Upon approval of award by the District, the Procurement Manager and Evaluation Committee may negotiate the final contract(s). If the District and the Offeror cannot

reach an agreement on the contract terms and conditions, the District may terminate negotiations with the first ranked Offeror and then go to the second ranked Offeror and negotiate a contract. If the second ranked Offeror for the region cannot reach an agreement, the District reserves the right to cancel the procurement re-advertise the solicitation.

O. Protest Period Begins: Any protest by an Offeror must be timely and in conformance with § 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15)-day protest period for responsive Offerors shall begin on the day following the knowledge of the occurrence that is being protested. The protest period for the award shall begin on the day after notification of award and will end at the close of business fifteen (15) days after award. Protests must be written and must include the name and address of the protestor and the Request for Proposal number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the contractor. The protest must be delivered to the Chief Procurement Officer at the address shown below. Protests received after the deadline will not be accepted.

Purchasing Department
ATTN: Will A. Manning, CPPO/CPO
Las Cruces Public Schools
505 South Main Street, Suite 249
Las Cruces, NM 88001

All Offerors will be notified by mail of the protest. Chief Procurement Officer shall stop the procurement process until a determination is made whether the protest has merit. The final determination shall be sent to the all parties by certified mail. If the firm that entered the protest does not agree with Chief Procurement Officer's determination, pursuant to 13-1-175, the protestant has the right to seek judicial review.

P. Form of Agreement: Sample form of agreement is included for review, *enclosed as ATTACHMENT E*. If the event of an award, the contract shall be formed only when LCPS and the successful Respondent have fully executed the written agreement and LCPS issues a purchase order to the successful Respondent.

XI. GENERAL TERMS AND CONDITIONS

1. Competency and Qualifications

The successful contractor must have the necessary competence, experience, qualified personnel and equipment to carry out all aspects of the work of the resulting Contract.

2. 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.

3. Local District policies (DJ) and procedures (DJ-R) are interrelated compliance guidelines that work in relations to federal and State regulations and shall be a reference for guidance.

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4. By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq. Statement of Acknowledgment is enclosed as Attachment F.

ATTACHMENT A:



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

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ATTACHMENT B:



DATE: _____

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 it's 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 DUNS IDENTIFICATION NO: _____

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

PRINTED NAME OF REPRESENTATIVE: _____

SIGNATURE OF REPRESENTATIVE: _____

Date

If you have any questions, please contact me at (575) 527-5846.

Sincerely,

Will A. Manning
Director of Purchasing Department
Las Cruces Public Schools

ATTACHMENT C:

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.

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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)

ATTACHMENT D:

RESERVED FOR RESIDENT PREFERENCE

ATTACHMENT E: SAMPLE CONTRACT AGREEMENT

Professional Services Agreement (PSA) NO: (XX-XX-XX)

For

(Type of Services/Product)

THIS AGREEMENT is made and entered into by and between the Las Cruces Public Schools District (LCPS), hereinafter referred to as the "School District, LCSP, or Agency," and NAME OF CONTRACTOR, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Chief Procurement Officer ("CPO").

W H E R E A S:

The LCPS called for {Request for Proposal (RFP) No: XX-XX-XXP} for [NAME OF PROJECT/SERVICES] (the "Project"), and the Contractor in reply submitted a proposal dated [DATE].

The RFP, along with its requirements, is the formal solicitation request which conveys the scope of services for which the Contractor responded is deemed an integral part this Agreement, its provisions, along with the Contractor's proposal response shall constitute the Agreement and shall be maintained in the procurement file for future reference thereof.

The School District has agreed to engage the Contractor and the Contractor has agreed to provide (the "Services") described in the proposal to this Agreement to the School District in respect of the provisions, terms, and conditions set forth in this Agreement.

IT IS AGREED BETWEEN THE PARTIES:

1. In this Agreement:

A. "Services" means the services to be provided by the Contractor, as described in (RFP) to this Agreement.

2. Compensation.

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work (AMOUNT) dollars commencing the effective date of signing in school fiscal year (SFY) (YEAR) for total project **deliverables, milestones, and services**. The New Mexico gross receipts tax levied on the amounts payable under this Agreement is calculated at (TAX RATE) percent totaling (TAX AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (TOTAL AMOUNT) in SFY (YEAR).**

B. Payment in (SFY XXXX) is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the Chief financial officer (CFO). All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT shall not become effective until fully approved by the last LCPS signatory official. This Agreement shall terminate on **(DATE)** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination Bilateral. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Agency's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Agency is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crimes due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE SCHOOL DISTRICT'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Las Cruces Public Schools District for the performance of this Agreement. If sufficient appropriations and authorization are not made by the LCPS which may or may not be contingent upon Legislature appropriations, this Agreement shall terminate immediately 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.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Las Cruces Public Schools District. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Las Cruces Public Schools District as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the Las Cruces Public Schools District unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Agency.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

2) this Agreement complies with Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4) this Agreement complies with Section 10-16-9(A) NMSA 1978 because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other

remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 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 kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to follow these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to worker's compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by LCPS designated representative, Las Cruces Public Schools Finance Committee, and/or the State Auditor if required. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event, that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the Purchasing Department of the Las Cruces Public Schools District by certified mail.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or Default in performing hereunder if such delay or Default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

25. Background Checks.

The Contractor shall be responsible for complying to the provisions of §22-10A-5 NMSA 1978 requiring two fingerprint cards from employees having unsupervised access to students. The cards shall be

submitted to the School District for obtaining the employees' Federal Bureau of Investigation record. Convictions of felonies or misdemeanors contained in the Federal Bureau of Investigation record, if supported by independent evidence, may form the basis for the employment decisions for good and just cause. Records and any related information shall be privileged and shall not be disclosed to any person not directly involved in employment decision of Contractor's employee with unsupervised access to students.

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

If to the Contractor: [Company Name]
 [Address]
 [City/State/Zip]

If to the School District: Superintendent
 Las Cruces School District
 505 S. Main St.; Suite 249
 Las Cruces, NM 88001

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the undersigned below. The last signature and date being the effective date of the Agreement.

By: _____ Date: _____
Contractor

By: _____ Date: _____
Agency Department/designee

By: _____ Date: _____
Chief Financial Officer/designee

By: _____ Date: _____
Chief Procurement Officer

ATTACHMENT F:

UNIFORM GUIDANCE ADMINISTRATIVE REQUIREMENTS

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

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 sub-recipient must be prohibited from inducing, by any means, any person employed in the 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 sub-recipient 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 sub-recipient 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 sub-grants 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.

(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.

Authorized Signature/Title Date:

Company Name

ATTACHMENT G

ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENTS

TO RFP# _____

I hereby attest that I have received the following amendment(s) to the RFP _____ as follows:

AMENDMENT # _____ DATE: _____

AMENDMENT # _____ DATE: _____

AMENDMENT # _____ DATE: _____

AMENDMENT # _____ DATE: _____

AMENDMENT # _____ DATE: _____

Signed by: _____ TITLE: _____

Attachment H

REFERENCES

Provide 3 references of School Districts/Higher Education Institution/ Local or Public or State Agencies where products or services of similar size and scope have been performed in the last 12 months. If additional space is required, provide on a separate sheet.

Note: Do Not Use Representatives or School Officials from Las Cruces Public Schools District as a means for reference. Doing so may cause a potential conflict of interest if such a member is used an evaluation committee member.

Reference 1

Public Agency Name: _____ Phone: _____
Contact: _____ Email: _____
Title: _____
Address: _____

Description of products or services provided:

Total dollar amount: _____

Reference 2

Public Agency Name: _____ Phone: _____
Contact: _____ Email: _____
Title: _____
Address: _____

Description of products or services provided:

Total dollar amount: _____

Reference 3

Public Agency Name: _____ Phone: _____
Contact: _____ Email: _____
Title: _____
Address: _____

Description of products or services provided:

Total dollar amount: _____