

**LAS CRUCES PUBLIC SCHOOL DISTRICT NO. 2
BID NO: 17-18-14 - WASTEWATER PACKAGE
PLANT: TREATMENT & MAINTENANCE SERVICES**

**LAS CRUCES PUBLIC SCHOOL DISTRICT
PURCHASING DEPARTMENT
505 S. MAIN STREET, SUITE 249
LAS CRUCES, NM 88001
PHONE: 575-527-5844
FAX: 575-527-6619**

To:

The Las Cruces School District is requesting bids for wastewater treatment plant services as indicated in the bid documents herein. See enclosed performance specifications for bid consideration. Submit bids no later than the bid opening date and time indicated below. Bid submittals will be contained in sealed package in hardcopy form mailed, hand carried to the address above, or faxed in to the number above. Retain a copy for your records.

The Bid data below provides reference for your information and action. Please completely fill-in the spaces provided for your company name, the bid number; and the name, title, and signature of the person submitting the bid, and the date of your bid.

BID NUMBER:	17-18-14
BID TITLE:	WASTE WATER PACKAGE PLANT TREATMENT & MAINTENANCE SERVICES COMMODITY CODES: 91391/96895
BID DUE DATE & TIME:	JUNE 19, 2018 @2:00 PM
DELIVERY REQUIREMENT:	F.O.B. LAS CRUCES, NM; PREPAID/ALLOWED
DESIRED DELIVERY DATE:	ASAP AFTER RECEIPT OF ORDER (ARO)

If you have any questions pertaining to this bid, please reach me at (575) 527-5845, or fax at (575) 527-6619; and/or cchavez3@lcps.net

Thank you for your prompt response.

Cesar Chavez
District Buyer

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COMPLETION OF ALL DOCUMENTS HEREIN ARE MANDATORY TO BE A RESPONSIVE BIDDER.

ITEM			UNIT/	MONTHLY	ANNUAL
NO.	DESCRIPTION OF WORK	QTY	ISSUE	FEE	EXTENDED COST
1	Required to inspect, perform preventative maintenance and upkeep for the proper operation of one (1) wastewater treatment package plant within the School District.	1	Lot	\$	\$
	Note: See Scope of Work for detailed Performance Specifications enclosed as attachment 1.				

VENDORS(S) ARE REQUIRED TO COMPLETE THE FOLLOWING INFORMATION:

Prices Valid Through: _____ Delivery: _____

Bid submitted by:

_____/_____
Print Name Title

_____/_____
Signature Date
Representing:

Company Name & Address Info

Phone No: _____

Fax No: _____

Email Address: _____

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ATTACHMENT 1

SCOPE OF WORK

FOR

WASTEWATER PACKAGE PLANT: TREATMENT & MAINTENANCE SERVICES

The Las Cruces School District requires wastewater treatment plant services at one (1) plant facility located at the school listed below:

East Picacho Elementary
4550 Highway 85 North
Las Cruces, NM 88005

The Contractor shall inspect, perform preventative maintenance and insure proper operation of the above wastewater treatment package plant. The Contractor shall perform general light maintenance duties to include, but is not limited to, blower belt replacements, blower oil replacement, check fluid levels, and clean filter (s) and replace as required. Additionally, the contractor must clean weir troughs via hosing or other effective means, clean skimmers, and keep the treatment plant equipment, building, and surrounding plant areas clean and presentable at all times.

The contractor's inspections of the facilities at a minimum shall entail the following:

- Inspect plant facility every other day to include weekends, holidays and as required.
- Check lift station operation inclusive of floats, pump operations, grease content, etc.
- Check for proper operation of motor blower/ diffuser system in the Aeration Basin.
- Visually inspect return activated sludge is operating adequately for normal operations.
- Inspect appearance of clarifier surface for pinfloc, bulking sludge, rising solids, etc.
- Inspect clarifier sludge blanket at peak flows.
- Inspect grease interceptor for proper operations.

Contractor shall perform at a minimum, the following control processes:

- Remove all floatable solids from clarifiers.
- Perform 30-minute settleable solids test on aeration basin.
- Reverse airflow to prevent coning.
- Dewater or thicken sludge in holding tank.
- Waste aeration basin mix liquor as needed.
- Determine proper intervals for solids waste removal to an authorized offsite storage facility.

Contractor shall perform, but not be limited to the following non-operational functions:

- Schedule and coordinate with the Physical Plant Department for New Mexico Environmental Department quarterly compliance sampling events.
- Sample wastewater treatment plant effluent and monitor wells for NMED compliance reports.
- Compile sampling data into reporting form for submittal to NMED.
- Complete discharge permit renewals for submittal to NMED as required for each school's discharge plan.

The Contractor shall hold, at a minimum, a current New Mexico Level IV Waste Water Operator's Certification license issued by the State New Mexico Quality Control Commission.

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SPECIAL CONDITIONS & SPECIFICATION	BIDDER COMPLIANCE YES	BIDDER COMPLIANCE NO	SPECIFY DEVIATION
<p>I. <u>BID AWARD</u></p> <p>A. Bid will be awarded to the LOWEST RESPONSIVE bidder meeting or exceeding the specifications of this solicitation.</p> <p>B. The School District reserves the right to issue single or multiple awards, whichever serves the best interest of the School District to fulfill the requirements of this solicitation.</p>			
<p>II. <u>SUBMITTALS REQUIRED WITH BID</u></p> <p>A. Prospective bidders must provide a copy of current Utility operator certification required to service, maintain and treat package wastewater treatment plant as per SOW enclosed as Attachment 1.</p> <p>B. Bidders are referenced to the CONDITIONS OF BIDDING SCHEDULE enclosed as Attachment 2 in order to become informed with the details of the conduct of this bid.</p> <p>C. Bidders are required to review the terms and conditions of the School District's Contracted Services Agreement (CSA) enclosed as Attachment 3.</p> <p>D. Upon selection of the successful respondent(s) the CSA will be used to enter into agreement between the successful contractor(s).</p> <p>E. Bidders must submit a Debarment, Campaign Contribution, and Conflict of Interest form enclosed as attachments 4, 5, & 6.</p>			

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<p>IV. <u>PRICE AGREEMENT</u></p> <p>A. The Bid Price for contract year July 1, 2018 - June 30, 2019 shall remain effective for the initial year. Price increases will require a thorough justification to the Purchasing Department based on effects of consumer and/or product price indexes due to market volatility.</p> <p>B. The School District may renew the contract upon mutual agreement of both parties, annually in one (1) year increments not to exceed three (3) additional years.</p> <p>C. Additional items not covered under this price agreement will be ordered through a separate purchase order via the Director of Physical Plant approval.</p> <p>V. <u>PRE-BID - NOT REQUIRED</u></p> <p>A. A site visit is not required for this Bid. In the event of a request by a prospective contractor to visit site. Contact the Purchasing Office at (575) 527-5845 to schedule a visit through the Physical Plant Dept. located at 1400 Hernandez, Las Cruces, NM 88001. The Physical Plant Director will assign a staff member to escort prospective respondents to each school site if required.</p> <p>B. Questions pertaining to technical and contractual concerns will be addressed via email cchavez3@lcps.net in the Purchasing Office.</p>			
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ATTACHMENT 2

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

1. Bidders are advised that all bids are subject to the legal requirements as provided in the State of New Mexico Procurement Code, Chapter 13, NMSA, 1978 Compilation.
2. All bids are to be received by the Las Cruces School District by the specified due date/time provided on the Invitation for Bid.
 - a. To facilitate timely delivery, bid response envelopes should clearly **list the BID NUMBER** and due date on the exterior of the envelope, and be mailed, or delivered to:

LAS CRUCES SCHOOL DISTRICT NO. 2
PURCHASING DEPARTMENT
505 SOUTH MAIN STREET, SUITE 249
LAS CRUCES, NM 88001
 - b. Or faxed to (575) 527-6619.
 1. Bids received after bid opening shall not be accepted and shall be returned unopened.
 - c. State the UNIT PRICE and TOTAL PRICE for each item/service offered. UNIT PRICE shall govern any **extension** errors.
 1. Pricing shall be stated **F.O.B.-Las Cruces, New Mexico; prepaid and allowed** unless otherwise specified.
 2. Pricing shall exclude the applicable New Mexico gross receipts tax or local option tax.
 3. Pricing shall remain effective for a minimum of thirty (30) days after the bid opening date
 - d. Be complete with all required information.
 1. Detailed literature and specifications shall be included with the bid when no Brand/Model Number is specified or when an "or equal" item is offered.
 - a) Failure to provide this information shall subject bid to rejection.
 2. Where required, bidders shall state brand names and model numbers of items offered as "or equal".
 - a) Where a "brand name or equal" is specified, it is for the purpose of describing a standard of quality, performance, or characteristic desired and not to limit or restrict competition.
 3. Any changes or clarification to bid requirements shall be made via written addendums when required. Verbal understandings shall not be binding.
 4. Bids received unsigned are not acceptable until signed by the bidder or bidder's representative.
3. Bidders shall be required to:
 - a. Provide samples at no cost for evaluation purposes when requested by the School District or bid documents.
 1. Samples shall be returned at suppliers request only; otherwise, samples shall become property of the School District after 60 days.
 2. When return is requested, samples shall be returned **F.O.B.-Las Cruces, New Mexico, and Freight Collect**.
 - b. Comply with the criminal laws prohibiting bribes, gratuities and kickbacks.
 - c. Submit with the bid, a self-addressed, stamped envelope when bid pricing results are desired.
 1. Phone requests for bid pricing results are and will be discouraged.
4. The School District reserves the sole right to:
 - a. Determine responsible bidders and responsive bids.
 - b. Determine and waive minor technicalities in the bid form or requirements not affecting price, quality, or quantity of items or services sought.
 - c. Delete, decrease or increase quantities of bid items or services within their effective price date.
 - d. Negotiate an extension of effective price date.
 - e. Accept and award responsive bids to responsible bidders offering the lowest:
 1. Individual Unit Price, or
 2. Grouped Unit Price, or
 3. Lump Sum Unit Price;Whichever, is determined most beneficial by and to the School District.
 - f. Reject any or all bids partially or wholly.
5. Bid awards shall be made within thirty (30) days of the bid opening date.
 - a. Contracts resulting from this bid shall be open-ended, indefinite quantity contracts and may be "piggybacked" during the effective price dates. Successful bidders shall extend pricing on the same goods and/or services awarded as a result from this bid to other school districts and public entities in New Mexico.
 - b. Successful bidders shall receive notice of award via Purchase Order showing unit price, item or service description, delivery and payment terms and any other pertinent information.
 1. Purchase Order number shall appear on subsequent packing lists, bills of lading, invoices, and other related correspondences.
 - c. For award purposes, a five-percent (5%) price preference shall be applied to in-state bidders as defined by the New Mexico Procurement Code, Section 13-1-21.

5% Resident Preference Certification. **State of New Mexico Resident Certification number:** _____
(IF AVAILABLE)

6. Name of Business _____
Street Address _____
City, State, Zip _____

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

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

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ATTACHMENT 3

LAS CRUCES SCHOOL DISTRICT

CONTRACTED SERVICES AGREEMENT (SAMPLE)

[TITLE]

This Agreement is entered into as of the [] day of [], 201[], between Las Cruces School District No. 2 Board of Education ("the School District") and [service provider's name] ("the Contractor").

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the School District hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
2. Non-appropriation of Funding. If the School District's performance under this Agreement depends upon the appropriation of funds, and if the School District does not appropriate the funds necessary for performance, then the School District may provide written notice to Contractor and cancel this Agreement without further obligation except for payment due as mutually agreed for work in progress or completed by the Contractor.
3. Duties, Term, and Compensation. The Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in SUPPLEMENT A herein which may be amended only upon written, mutual agreement between the parties.
4. Expenses. Unless otherwise agreed in writing by the School District, the Contractor's out-of-pocket expenses that are incurred in connection with the performance of the duties hereunder shall be considered inclusive within the terms of SUPPLEMENT A. Expenses for the time spent by Contractor in traveling to and from School District facilities shall not be reimbursable.
5. Written Reports. The School District may request that updates on project plans and/or written progress reports be provided by Contractor on a monthly basis. A final written report shall be due at the conclusion of the project and shall be submitted to the School District at such time. The final report shall be in such form and setting forth such information and data as is reasonably requested by the School District.
6. Inventions. Any and all inventions, discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of the School District; and the Contractor hereby assigns all right, title, and interest in the same to the School District.

Any and all inventions, discoveries, developments and innovations conceived by the Contractor prior to the term of this Agreement and utilized by the Contractor in rendering duties to the School District are hereby licensed solely to the School District for use in its operations.

7. Confidentiality. The Contractor acknowledges that during the engagement the Contractor will have access to and become acquainted with various information, records and specifications owned or licensed by the School District and/or used by the School District in connection with the operation of its business including, without limitation, the School District's processes, methods, staff/student data, accounts and procedures, etc. The Contractor agrees that the Contractor will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the School District. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the mission of the School District, whether prepared by the Contractor or otherwise coming into the Contractor's possession shall remain the exclusive property of the School District. The Contractor shall not retain any copies of the foregoing without the School District's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the School District, the Contractor shall immediately deliver to the School District all such files, records, documents, specifications, information, and other items in the Contractor's possession or under the Contractor's control.

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ATTACHMENT 3:CONT.

8. Conflicts of Interest; Non-hire Provision. The Contractor represents that Contractor is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering the Contractor's duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which Contractor does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of the Contractor's productive time, energy and abilities to the performance of the Contractor's duties hereunder as is necessary to perform the required duties within the time period outlined in this agreement or otherwise, in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the School District. The Contractor shall not, directly or indirectly hire any employee of the School District, and no School District employee may be simultaneously employed by the Contractor during the effective period of this agreement.
9. Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the School District under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any legal action, and the breach by the Contractor of any of the provisions of this Agreement will cause the School District irreparable injury and damage. The Contractor expressly agrees that the School District shall be entitled to injunctive and other equitable relief in the event of, or in prevention of, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the School District may have for damages or otherwise. The various rights and remedies of the School District under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.
10. Termination. The School District may terminate this Agreement at any time by 10 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the School District, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the School District at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
11. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, or agent of with the School District for any purpose. The Contractor is and will remain an independent contractor in the Contractor's relationship to the School District. The School District shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the School District hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
12. Insurance. The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner:
 - a. Comprehensive General Liability Insurance:
 1. Property damage: Not less than \$100,000 each occurrence,
 2. Medical expense: Not less \$300,000 each occurrence,
 3. Bodily injury (excludes medical expense): Not less than \$400,000 any one person, and
 4. Maximum per occurrence (excluding medical expense): Not less than \$750,000 each occurrence.
 - b. Workers' Compensation Insurance (if applicable) in statutory form covering all contractor's employees.
13. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

ATTACHMENT 3: CONT

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ATTACHMENT 3: CONT

24. Non-enforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

**LAS CRUCES PUBLIC SCHOOL DISTRICT NO. 2
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**ATTACHMENT 3: CONT
SUPPLEMENT A**

**LAS CRUCES SCHOOL DISTRICT
CONTRACT SERVICE AGREEMENT (SAMPLE)
[TITLE]**

DUTIES, TERM, AND COMPENSATION

DUTIES: The Contractor will [describe here the work or service to be performed]. Any change to the work must be within the scope of work described herein. Contractor will report directly to [name] and to any other party designated by [name] in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the School District and agreed to by the Contractor.

TERM: This engagement shall commence upon execution of this Agreement and shall continue in full force and effect through [date] or earlier upon completion of the Contractor's duties under this Agreement. The work may be temporarily stopped or delayed due to unforeseen circumstances upon written approval by the Owner. The Agreement may be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

COMPENSATION: (Choose A or B)

A. As full compensation for the services rendered pursuant to this Agreement, the School District shall pay the Contractor at the hourly rate of [dollar amount] per hour, with total payment not to exceed [dollar amount] without prior written approval by an authorized representative of the School District. Such compensation shall be payable within 30 days of receipt of Contractor's monthly invoice for services rendered supported by reasonable documentation. After the thirtieth day from the date, written certification of acceptance is issued by the School District, late payment charges shall be paid on the unpaid balance due on the contract to the contractor at the rate of one and one-half percent per month.

B. As full compensation for the services rendered pursuant to this Agreement, the School District shall pay the Contractor the sum not to exceed [dollar amount], to be paid [time and conditions of payment]. The total payment shall not exceed [dollar amount] without prior written approval by an authorized representative of the School District. Such compensation shall be payable within 30 days of receipt of Contractor's monthly invoice for services rendered supported by reasonable documentation. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the contractor at the rate of one and one-half percent per month.

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ATTACHMENT 3: CONT

**LAS CRUCES SCHOOL DISTRICT
CONTRACT SERVICES AGREEMENT (SAMPLE)
(TITLE)**

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Contractor

Signed: _____

Print Name: _____

Date: _____

Las Cruces School District No 2:

Finance Department: _____ Date: _____

Principal/ Administrative Head: _____ Date: _____

Purchasing Department: _____ 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" requires that all vendors/contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

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

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY CITY/STATE/ZIP: _____

COMPANY PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

COMPANY **DUNS** IDENTIFICATION NO: _____

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

PRINTED NAME OF REPRESENTATIVE: _____

SIGNATURE OF REPRESENTATIVE: _____

Date

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

Sincerely,

Cesar Chavez
Buyer, Purchasing Department Las Cruces
Public Schools

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

ATTACHMENT 5: CONTINUED

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

Company Name

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

Company Name



CONFLICT OF INTEREST

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

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

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

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

Company Name

Address

Company Representative

Date