



INVITATION TO BID

Portales Municipal Schools
LC Cozzens Administrative Offices
501 S. Abilene
Portales, NM 88130
ITB 21-22-0002

NGIP Code - 07180

Enclosed are specifications on Bidder’s Forms for a large, 9 passenger 2021 or 2022, ½ ton SUV and/or a 2021 or 2022 crossover. If you are interested in submitting bids on the item listed, PLEASE SUBMIT one copy of your proposal by **2:00 p.m. MST on September 30, 2021** to:

Portales Municipal Schools

Sarah M. Stubbs, Chief Procurement Officer/Finance Director

ITB 21-22-0002 SUV and/or Crossover Vehicles

LC Cozzens Administrative Offices

501 South Abilene

Portales, NM 88130

Phone No: (575) 356-7000

Envelopes or Containers in which bids are submitted shall be plainly marked **21-22-0002: SUV and/or Crossover Vehicles.**

All bids are subject to the following general conditions:

All Prices must be quoted F.O.B. Portales Municipal Schools and merchandise DELIVERED FOB PORTALES OR AS SPECIFIED IN THE BID DOCUMENT.

We reserve the right to accept or reject any bid or part of bid and waive any formalities thereof. Bids will be evaluated on the basis of advantages or disadvantages to our school district.

The bidder shall enter the bid in the blank space of the bid form hereto attached and answer all questions.

Any bids on items which do not conform exactly to the specifications as listed in the Bid Form must be accompanied by literature completely illustrating and describing the items being substituted. By submitting the ITB, each bidder is agreeing to the terms listed in this ITB.

Successful bidders will be notified in writing through a determination letter mailed on October 13, 2021.

Successful bidders shall guarantee delivery AS SPECIFIED and invoice the school AFTER DELIVERY. The time of delivery may be considered as a determining factor in awarding purchase contracts.

BOARD OF EDUCATION

Portales Municipal Schools

/s/ Dr. Alan Garrett, President

Table of Contents

I.	INTRODUCTION	5
1.	Purpose of This Invitation to Bid	5
2.	Scope of Bid.....	5
3.	Procurement Manager or Chief Procurement Officer (CPO).....	5
4.	Schedule of ITB.....	6
5.	Definition of Terminology	6
6.	Procurement Library	8
II.	CONDITIONS GOVERNING THE PROCUREMENT	9
A.	EXPLANATION OF EVENTS	9
1.	Issue ITB.....	9
2.	Deadline to Submit Written Questions	9
3.	Response to Written Questions.....	9
4.	Submission of Sealed Bids.....	9
5.	Public Opening	9
6.	Bid Tabulation	10
7.	Issue Recommendation of Award for Board of Education Approval/Bid Award	10
8.	Protest Deadline.....	10
B.	GENERAL TERMS AND CONDITIONS	10
1.	Acceptance of Conditions Governing the Procurement.....	10
2.	Term.....	11
3.	Bid Documents	11
4.	Incurring Cost	11
5.	Price Discrepancy	11
6.	Explanations and Exceptions	11
7.	Minimum Purchase/Amount.....	12
8.	Prime Contractor Responsibility.....	12
9.	Subcontractors	12
10.	Bidders' Rights to Withdraw Bid	12
11.	Bid Offer Firm	12
12.	Taxes.....	12
13.	No Obligation	12
14.	Termination.....	12
15.	Sufficient Appropriation	13
16.	Legal Review	14

17. Governing Law14

18. Basis for Bid14

19. Bidder Qualifications14

20. Right to Waive Minor Irregularities.....14

21. Change in Contractor Representatives14

22. Notice of Penalties14

23. District Rights14

24. Ownership of Bids15

25. Ambiguity, Inconsistency or Errors in ITB15

26. Confidentiality15

27. Electronic Mail Address Required.....15

28. Use of Electronic Versions of This ITB15

29. Contract Terms and Conditions15

30. Competition15

31. Audit15

32. Amended Bids.....16

33. Procurement Under Existing Contracts16

34. Disclosure Regarding Responsibility.....16

35. Clean Air Act17

36. Energy Policy and Conservation Act.....17

37. Minority, Small and Women’s Firms18

38. Buy American Requirement18

39. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)18

40. Jessica Lunsford Act.....18

41. Debarment/Suspension18

42. Conflict of Interest19

43. Non-Collusion.....19

44. Non-Disclosure19

45. Campaign Contribution Disclosure Form.....19

46. Indemnification19

47. Award Criteria19

48. Inspection.....20

49. Acceptance.....20

50. Buyers Revocation of Acceptance20

51. Assignments.....20

52.	Promotional Gifts and Activities	20
53.	New Materials.....	20
54.	Warranty	20
55.	Minimum Standard	21
56.	Equivalent Items Bid	21
57.	Restrictive Specifications.....	21
58.	Addenda.....	21
59.	Final Award	21
60.	Default	21
61.	New Mexico Preferences	22
III.	RESPONSE FORMAT AND ORGANIZATION	23
A.	RESPONSE REQUIREMENTS.....	23
1.	Number of Responses	23
2.	Number of Copies.....	23
3.	Bid Contents	23
4.	Bid Format	23
B.	BID SUBMITTAL REQUIREMENTS	23
1.	Bid Opening, Processing and Award	23
2.	Bid Receipt	23
3.	Bid Opening.....	24
4.	Review Process	24
5.	Award and Order Process	24
V.	SPECIFICATIONS	25
VI.	BID PRICE FORM	26
	SUBMISSION COVER SHEET	27
	APPENDIX A.....	28
	CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM	28
	APPENDIX B.....	29
	CAMPAIGN CONTRIBUTION DISCLOSURE FORM	29
	APPENDIX C.....	31
	NON-COLLUSION AFFIDAVIT FORM.....	31

1. INTRODUCTION

1. Purpose of This Invitation to Bid

The Portales Municipal School District is soliciting competitive sealed bids from qualified organizations for a one-time purchase of one (1) SUV and/or one (1) crossover vehicle. Submitting a bid for this commodity implies agreement by the Bidder to these terms.

2. Scope of Bid

For both vehicles:

Front and side factory installed airbags, factory installed air conditioner, power anti-lock brakes, factory installed electric rear window defogger with wiper, MFG standard radio, factory standard tint windows all around, outside right and left power mirrors, inside-non glare day/night mirror, power door locks and windows, tilt wheel/cruise control, maximum available fuel capacity, radial tires with MFG standard spare not located in the cargo area, automatic transmission, full cover solid construction top, intermittent windshield wipers with washer, cloth seats, vinyl floor covering, interior trim color coordinated with exterior, trailer/tow package (SUV only) to include trailer braking system, 3 ignition keys. Vehicle color factory standard determined in consultation with winning bidder. Bidder with the lowest bid that meets the minimum specifications will be accepted. Bidder may include options not specific to the minimum specifications that may or may not be purchased. The SUV should have the ability to seat up to 9 passengers. The crossover should seat 4-5 passengers.

3. Procurement Manager or Chief Procurement Officer (CPO)

The Portales Municipal School District has designated a Chief Procurement Officer who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address is listed below.

Sarah Stubbs, Chief Procurement Officer
Portales Municipal Schools
LC Cozzens Administrative Offices
501 S Abilene Ave
Portales, NM 88130
(575) 356-7000
sstubbs@portaleschools.com

Any inquiries or requests regarding this procurement should be submitted, in writing, to the CPO. Bidders may contact **ONLY** the CPO regarding this procurement. Other district employees do not have the authority to respond on behalf of Portales Municipal Schools.

Any other communication will be considered unofficial and non-binding. Communication directed to parties other than the buyer will have no legal bearing on this BID or the resulting contracts. Any response made by the District will be provided in writing to all Bidders by addendum, no verbal responses shall be authoritative.

Protests of the solicitation or award must be submitted in writing to the Chief Procurement Officer. ONLY protests delivered directly to the Chief Procurement Officer in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Invitation to Bid.

4. Schedule of ITB

Date	Task	Time	Additional Info
9/12/2021	Issue ITB-Posted on Website		
9/12/2021	Printed in Paper		Get to Paper by 9-8-21
9/20/2021	Deadline to Submit Questions	4:00	Submit to CPO
9/22/2021	Response to Written Questions	4:00	CPO
9/22/2021	Deadline for Final Addenda (if needed)	4:00	CPO
9/30/2021	Submission of ITB Due	2:00	Electronic or Delivered
9/30/2021	ITB Opening	2:30	LC Cozzens Administrative Offices 501 S Abliene Ave Portales, NM 88130
10/12/2021	Board Approval	6:00	LC Cozzens Administrative Offices 501 S Abliene Ave Portales, NM 88130
10/13/2021	Determination Letters Mailed		
10/28/2021	Protest Deadline	2:00	
10/29/2021	Issue Purchase Order		

5. Definition of Terminology

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

1. "Agency" "District" or "Purchasing Agency" means the Portales Municipal School District.
2. "Award" means final execution of the contract document or price agreement.
3. "Bidder" is any person, corporation, or partnership who chooses to submit a sealed bid.
4. "Chief Procurement Officer" or "CPO" means the person holding the position as the head of the central procurement office for the Portales Municipal School District.
5. "Contract" or "Agreement" means a written agreement for the procurement of items of tangible personal property or services.
6. "Contractor" means any business having a contract with a state agency or local public body.
7. "Desirable" – the terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.
8. "Determination" means the written documentation of a decision of the procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
9. "Invitation to Bid" or "ITB" means all documents, including those attached or incorporated by reference, used for soliciting sealed bids. Also known as "Invitation to Bid" or "ITB".

10. "Local public body" means every political subdivision of the state and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities, except as exempted pursuant to the Procurement Code.
11. "Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item. Failure to meet a mandatory item or factor may result in the rejection of the submitted bid.
12. "MDT" & "MST" mean Mountain Daylight Time (MDT) and Mountain Standard Time (MST). Usage is dependent on which is in effect on the date specified.
13. "Minor Technical Irregularities" means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.
14. "Procurement Manager" means the person or designee authorized by the Agency to manage or administer a competitive procurement.
15. "'Purchase Order" or "PO" means the document which directs a Contractor to deliver items of tangible personal property or services pursuant to an existing, valid Contract.
16. "Responsible Bidder" means a Bidder who submits a responsive bid and who has furnished required information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this Invitation for Bids.
17. "Responsive Bid" means a timely submitted bid which conforms in all material respects to the requirements set forth in the Invitation for Bids. Material respects of an Invitation for Bids include, but are not limited to, price, quality, quantity and delivery requirements.
18. "Sealed" means, in terms of a non-electronic submission, that the bid is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The Portales Municipal School District reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a bid, the bidder agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.
19. "Services" means the furnishing of labor, time or effort by a Contractor not involving the delivery of a specific end product other than reports and other materials which are merely incidental to the required performance. "Services" does not include construction.
20. "Successful Bidder" means the lowest priced Responsible Bidder to whom Portales Municipal School makes an award. A Successful Bidder does not become a Contractor until the District signs the Contract/Price Agreement signed and submitted by the Bidder.

6. Procurement Library

A procurement library has been established. Bidders are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Officer and scheduling an appointment. The library contains information listed below:

Complete electronic version ITB Documents, Questions and Answers, Amendments, etc.:

<http://www.portaleschools.com/> and clicking on the tab labeled **RFP/RFI Bids**.

Procurement Regulations:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#/ProcurementCodeRegulationsExecutiveOrders>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the Invitation to Bid contains the specific conditions governing this procurement.

A. EXPLANATION OF EVENTS

1. Issue ITB

This Invitation to Bid is being issued by the Portales Municipal District.

2. Deadline to Submit Written Questions

Potential bidders may submit written questions to the Chief Procurement Officer as to the intent or clarity of this ITB until September 20th at 4:00 p.m. MST/MDT. All written questions must be addressed to the Chief Procurement Officer. Questions shall be clearly labeled and shall cite the Section(s) in the ITB or other documents which form the basis of the question.

3. Response to Written Questions

Written responses to the written questions will be posted to the Portales Municipal Schools website on or before September 22, 2021 at 4:00 p.m. MST.

4. Submission of Sealed Bids

SEALED BIDS MUST BE SUBMITTED NO LATER THAN 2:00 PM MST, SEPTEMBER 30, 2021 TO THE CHIEF PROCUREMENT OFFICER.

BIDS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.

5. Public Opening

Sealed Bids will be opened publicly at the date and time listed above. The date and time of receipt will be recorded on each Bid. Bids must be addressed and delivered to Portales Municipal Schools at the delivery address listed in this ITB and **must** be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **“SUV and/or Crossover Vehicles”** and should reference **“ITB 21-22-0002”**.

The procurement department will not disclose or make public any pages of a bid on which the bidder has stamped or imprinted “proprietary” or “confidential” subject to the following requirements: Proprietary or confidential data shall be readily able to separate from the bid in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Bidder’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

The District reserves the right to award the contract to any responsible bidder that submitted a responsive bid with resulting agreements most advantageous and in the best interest of the District.

The District reserves the right to eliminate any Bidder who submits incomplete or inadequate responses or is not responsive to the requirements of this Bid.

In accordance with NMS 1978, 13-1-131, this ITB may be canceled or proposal may be rejected in whole or in part when it is in the best interest of Portales Municipal Schools

6. Bid Tabulation

All bids submitted timely by responsible bidders will be opened and bid amounts read aloud and tabulated. Bids will be reviewed to determine responsiveness to specifications. Award will be recommended to the bidder who submits the lowest responsive bid. If no responsive bids are submitted, a recommendation will be made to reject all bids and re-solicit.

7. Issue Recommendation of Award for Board of Education Approval/Bid Award

The Chief Procurement Officer shall prepare a bid report and submit a recommendation to the Board of Education for award approval of the project/item that shall include Bid Tabulation of all bids. All Invitation to Bids will be approved by the Portales Municipal School Board of Education at an open, public meeting.

8. Protest Deadline

Any protest by a Bidder must be timely and in conformance with §13-1-172, NMSA 178 and applicable procurement regulations. ONLY protests delivered directly to the Chief Procurement Officer in writing and in a time fashion will be considered to have been submitted properly and in accordance with statutes, rule and this Invitation to Bid. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 2:00 p.m. MST/MDT on 15th day (October 28, 2021). Protests must be written and must include the name and address of the protestor and the invitation to bid number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Chief Procurement Officer. The protest must be delivered to:

Sarah Stubbs, Chief Procurement Officer
Portales Municipal Schools
LC Cozzens Administrative Offices
501 S Abilene Ave
Portales, NM 88130

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

B. GENERAL TERMS AND CONDITIONS

1. Acceptance of Conditions Governing the Procurement

By signing and submitting a bid, Bidders indicate their acceptance of the Conditions Governing the Procurement. Submission of a Bid constitutes acceptance of the Specifications, Award Requirements and Need as described in this document by Portales Municipal Schools.

2. Term

Portales Municipal Schools reserves the right to procure the services/goods as described in this bid as a sole purchase. The district will determine the term that is most advantageous and in the best interest of the district.

3. Bid Documents

Unless otherwise indicated herein, this entire Bid document may be obtained from Portales Municipal School's website at www.portaleschools.com under the tab labeled RFP/RFI Bids. If obtaining this document from any source other than the District's website, it is the bidder's responsibility to ensure a full and complete set of the Bid document has been obtained. Any addenda, questions and answers or clarification to this Bid shall be uploaded to the District's website. It is the responsibility of each bidder to check for any change of information or addenda to this Bid. In the event of conflict between a version of the Bid in the Bidder's possession and the version maintained by Portales Municipal Schools, the Bidder acknowledges that the version maintained by Portales Municipal Schools shall govern.

Each bid must be submitted on the prescribed form. It is the responsibility of every bidder to ensure they have downloaded the latest version of each bid, including any addendum(s) which may have been issued and posted on the Portales Municipal Schools Procurement Department Website. Bidders should revisit the website at www.portaleschools.com under the tab labeled RFP/RFI Bids prior to the due date before submitting their bid to Portales Municipal School District. All addendums must be acknowledged in the submitted bid. It is the bidder's responsibility to ensure the bid arrives before the due date and time. Bidders are cautioned that "late is late". It is the responsibility of the Bidders to allow sufficient time for the hazards of traffic, weather, finding parking, locating the proper office, third party delivery, US Postal Service mail delivery, etc.

4. Incurring Cost

Any cost incurred by the bidder in preparation, transmittal, presentation of any bid or material, or negotiation associated with its response to this ITB shall be borne solely by the bidder.

5. Price Discrepancy

Bidders shall note that prices previously submitted via any informal quotation (verbal or in writing) are hereby superseded and will not be considered for award. If you have previously submitted an informal quotation, you must participate in this bid to be considered for an award.

6. Explanations and Exceptions

Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted bid and unless otherwise stated, specifications attached are the minimum requirements. The specifications submitted herein are all that were available to the Purchaser at the time of this mailing. Minor deviations to the specifications as listed, may be considered.

The buyer, after review of the bids may request clarifications on information submitted by any and all bidders in a written format, with a specified deadline for response.

The District reserves the right in its sole discretion to waive minor informalities in bids submitted provided that such informalities have no effect on price, quality, quantity, fitness, delivery or any matter to be evaluated in making a selection and confer no material advantage on the Bidder whose non conformity is waived.

7. Minimum Purchase/Amount

Portales Municipal School District does not guarantee a minimum amount of purchases in conjunction with award of this invitation to bid.

8. Prime Contractor Responsibility

Any contract that may result from this ITB shall specify that the prime contractor is solely responsible for fulfillment of the contract with the District. The District will only make contract payments to the prime contractor.

9. Subcontractors

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

10. Bidders' Rights to Withdraw Bid

Bidders will be allowed to withdraw their bid at any time **prior** to the deadline for receipt of bids. The approval or denial of withdrawal requests received after the deadline for receipt of the bids is governed by the applicable procurement regulations.

11. Bid Offer Firm

Responses to this ITB, including prices, will be considered firm for ninety (90) days after the due date for receipt of bids.

12. Taxes

No charge will be allowed for Federal, State or Municipal sales and excise taxes for the purchase of tangible personal property, from which Portales Municipal Schools is exempt. Portales Municipal Schools holds a Nontaxable Transaction Certificate and will be issued upon request.

13. No Obligation

This procurement in no manner obligates Portales Municipal Schools or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract/price agreement and PO is approved by the Procurement Manager and other required approval authorities.

14. Termination

This ITB may be canceled at any time and any and all bids may be rejected in whole or in part when the District determines such action to be in the best interest of the District.

1. Either party may terminate this contract as follows:

- A. Termination by the Contractor
 - 1. The contractor may terminate this contract only if Portales Municipal 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.
 - 2. For Convenience
 - a. Upon ten (10) days written notice to contractor, Portales Municipal Schools may without cause and without prejudice to any other right or remedy of Portales Municipal Schools elect to terminate the contract.
 - b. In such case, Contractor shall be paid (without duplication of any items):
 - i. for completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination,
 - ii. 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.
 - c. 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.

15. Sufficient Appropriation

Any contract awarded as a result of this ITB process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The District's decision as to whether sufficient

appropriations and authorizations are available will be accepted by the contractor as final.

16. Legal Review

The District requires that all Bidders agree to be bound by the General Requirements contained in this ITB. Any bidder concerns must be promptly brought to the attention of the Chief Procurement Officer.

17. Governing Law

This procurement and any agreement with Bidders that may result shall be governed by the laws of the State of New Mexico.

18. Basis for Bid

Only information supplied by the District in writing through the Chief Procurement Officer or in this ITB should be used as the basis for the preparation of bids.

19. Bidder Qualifications

The District may reject the bid of any bidder who is not a responsible bidder or fails to submit a responsive Bid as defined in Sections 13-1-83 and 13-1-85 NMSA 1978. The District may make such investigations as necessary to determine the ability of the Bidder to adhere to the requirements specified within this ITB.

Bidders must, upon request of the District, provide information and data to prove that the financial resources, production or service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services.

20. Right to Waive Minor Irregularities

The District reserves the right to waive minor irregularities at its discretion pursuant to NMSA 13-1-132 as long as informalities have no effect on price, quality, or quantity.

21. Change in Contractor Representatives

The District reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the District, meeting its needs adequately.

22. Notice of Penalties

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kick-backs.

23. District Rights

The District reserves the right to accept all or a portion of a bid when it is in the best interest of Portales Municipal Schools.

Portales Municipal School reserves the right to negotiate pricing with successful bidder(s) for equipment/parts/materials related to this contract but which are not specifically included herein.

The District reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with 13-1-153 NMSA.

24. Ownership of Bids

All documents submitted in response to this ITB shall become the property of the District.

25. Ambiguity, Inconsistency or Errors in ITB

Bidders shall promptly notify the Chief Procurement Officer, in writing, of any ambiguity, inconsistency or error which they discover upon examination of this ITB.

26. Confidentiality

No information submitted in relation to this ITB may be confidential. This document, all bids submitted under this solicitation, and any additional documents will be made public information upon award, pursuant NM State Law.

27. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Bidder shall have a valid e-mail address to receive this correspondence.

28. Use of Electronic Versions of This ITB

This ITB is being made available by electronic means. If accepted by such means, the bidder acknowledges and accepts full responsibility to insure that no changes are made to the ITB. In the event of conflict between a version of the ITB in the Bidder's possession and the version maintained by the District, the version maintained by the District shall govern.

29. Contract Terms and Conditions

This document, together with a bid submitted and awarded through the Portales Municipal Schools Board of Education and a Notice of Award, constitutes a legal and binding contract. The Notice of Award for Portales Municipal School District includes a determination letter stating the award of the ITB after Board approval. The District may desire or allow an additional or separate contract document be executed in relation to this procurement at its discretion.

30. Competition

By submitting a bid, bidder certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the bid submitted to the District.

31. Audit

The Agency 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 Agency personnel or a third party under contract with the Agency. The Agency shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from the Agency the contractor agrees to fully cooperate with the auditors. If

contractor subcontracts any portion of its obligation to another party, contractor shall guarantee the Agency's access to books and records of such party.

32. Amended Bids

A bidder may submit an amended bid before the deadline for receipt of bids. Such amended bids shall be complete replacements for a previously submitted bids and shall be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collate, or assemble bid materials.

33. Procurement Under Existing Contracts

By submitting a bid, Bidder indicates that they understand and agree that other local public bodies and public agencies within the State of New Mexico, if allowed by their governing directives, may contract for the goods or services included in this procurement document at the discretion of the awarded Contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded Contractor and the contracting government entity with no obligation or liability by Portales Municipal Schools.

34. Disclosure Regarding Responsibility

Any prospective Bidder and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 1. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 2. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

3. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
 - A. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
 - B. The Bidder shall provide immediate written notice to the Procurement Officer or other party to this Agreement if, at any time during the term of this Agreement, the Bidder learns that the Bidder's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
 - C. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Bidder's responsibility and ability to perform under this Agreement. Failure of the Bidder to furnish a disclosure or provide additional information as requested will render the Bidder nonresponsive.
 - D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Bidder is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Bidder is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Bidder must provide immediate written notice to the Procurement Officer or other party to this Agreement. If it is later determined that the Bidder knowingly rendered an erroneous disclosure, in addition to other remedies available to the District, the Procurement Officer may terminate the involved contract for cause. Still further the Procurement Officer may suspend or debar the Bidder from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Procurement Officer.

35. Clean Air Act

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).

36. Energy Policy and Conservation Act

Proposer must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

37. Minority, Small and Women's Firms

Contracting with small and minority firms, women's business enterprises and labor surplus area firms; the grantee and sub grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps shall include:

- a) placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- e) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- f) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

38. Buy American Requirement

The proposer agrees to comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition. Vendors are required to check state specific requirements to ensure compliance with this requirement.

39. 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.

40. Jessica Lunsford Act

The Jessica Lunsford Act (2005), effective September 1, 2005, as amended, and to the extent required by applicable law, the respondent agrees that all of its employees who provide or may provide services under this agreement have completed all background screening requirements. Respondent agrees to bear any and all costs associated with acquiring the required background screenings.

41. Debarment/Suspension

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.

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 Agency and shall not be considered for award of the contract during the period for which it is debarred or suspended with the Agency.

42. Conflict of Interest

By submitting a bid, the Bidder certifies that the Bidder has not, either directly or indirectly, entered into action in restraint of full competition in connection with the bid submitted to the Agency. The Bidder also certifies no relationship exists between the Bidder and the Agency that interferes with fair competition or is a conflict of interest; and no relationship exists between Bidder and another person or firm that constitutes a conflict of interest that is disadvantageous to the Agency.

43. Non-Collusion

The Bidder certifies that he/she has not either directly or indirectly entered into action in restraint of free competitive bidding in connection with this ITB.

44. Non-Disclosure

The Bidder shall not disclose any information relating to students, and employees of Portales Municipal Schools other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless Portales Municipal Schools from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.

45. Campaign Contribution Disclosure Form

Each bid shall be accompanied by a completed Campaign Contribution Disclosure.

46. Indemnification

The bidder shall be responsible for damage of persons or property that occurs as a result of Bidder’s fault or negligence, or that of any of his/her employees, agents or subcontractors. The Bidder shall save and hold harmless the staff of and the Portales Municipal School District again any and all lost, cost, damage, claims, expense or liability in connection with the performance of the contract. Any equipment or facilities damaged by the Contractor operation shall be repaired and /or restored to their original condition at the Contractor’s expense.

47. Award Criteria

Portales Municipal School District reserves the right to award by item, group of items, or total bids; to reject any and all bids in whole or in part, if it is in the best interests of Portales Municipal School District. Additionally, the District reserves the right to reject any or all bids for any reason that the District determines prudent. Such rejection shall not result in any penalty to the District, but shall be deemed a cost of doing business by the bidder.

If this bid results in a non-exclusive discount pricing agreement, more than one award may be made. No commitment is made by the District as to quantity and frequency of purchase. Portales Municipal School District reserves the right to purchase items referenced under this agreement using any other method and from any other vendor as deemed necessary and in the best interest of the District.

In the event Portales Municipal Schools receives comparable pricing structures and list prices in the same categories, then Portales Municipal Schools may choose to (1) award to the vendor who submits the more comprehensive price list or (2) make multiple awards in that category.

48. 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.

49. Acceptance

Acceptance of delivery of goods/services shall not be considered acceptance of 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.

50. 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.

51. Assignments

The awarded Contractor shall not assign nor delegate specific duties as part of this Bid nor transfer any interest nor assign any claims for money due or to become due under this Bid without the written consent of Portales Municipal Schools.

52. Promotional Gifts and Activities

Portales Municipal Schools policy prohibits the distribution of jackets, shirts, caps, or any other clothing items with company or product logo or any other form of advertising to its employees. Furthermore, Portales Municipal Schools employees are prohibited from entering drawings, contests, or other promotional/advertising activities with vendors or potential vendors in connection with a procurement action.

53. New Materials

All bid items are to be NEW and of most current production, unless otherwise specified.

54. Warranty

The Bidder agrees that the products or services furnished under this order shall be covered by the most favorable commercial warranties given to any customer. Bidder agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

55. Minimum Standard

Bid specifications indicate the minimum standard of quality, performance or other pertinent characteristics required. All items equal or exceeding these specifications will be considered. All options, variations, or exceptions to specifications must be listed.

56. Equivalent Items Bid

If the Bidder offers an item other than the one specified, which the Bidder considers comparable, the manufacturer's name and model number of that item must be specified in the bid and sufficient performance specifications and descriptive data provided to permit a thorough evaluation. A separate sheet(s) may be attached for this purpose. Failure to provide the appropriate information may result in disqualification of the bid.

57. Restrictive Specifications

Specifications stated in this request are not intended to exclude any Bidder. If any Bidder is of the opinion that the specifications as written preclude them from submitting a response to this ITB, it is requested that their opinion be made known to the Procurement Manager, in writing, as soon as possible but preferably at least five (5) working days prior to the bid opening date.

58. Addenda

Changes or amendments to specifications, conditions or provisions herein may be initiated ONLY through the Chief Procurement Office in the form of a written addendum. Any addenda shall become a part of this bid. It is the responsibility of all persons or businesses considering submitting a bid in response to this solicitation to ensure that they have received all addenda prior to making a bid. Addenda will be posted to Portales Municipal Schools' website <http://www.portaleschools.com/> and clicking on the tab labeled **RFP/RFI Bids**.

59. Final Award

The award for this ITB shall be based on the lowest responsible bid, which meets minimum specifications based on the specifications listed. Portales Municipal Schools does not guarantee any amount of work, services or property needed. The Board of Education reserves the right to reject any and all bids, to wave technical irregularities, as described above and to accept the bid(s) which in its judgment is most advantageous to Portales Municipal Schools.

60. Default

The District reserves the right to cancel all or any part of any orders placed under this contract without cost to the District, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the District due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the District shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required

delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

61. New Mexico Preferences

To ensure adequate consideration and application of §13-1-21, NMSA 1978 (as amended), bidders **must** include a copy of their preference certificate with their bid. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. **New Mexico Business Preference**

A copy of the certification must accompany bidder's bid.

B. **New Mexico Resident Veterans Business Preference**

A copy of the certification must accompany bidder's bid.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

III. RESPONSE FORMAT AND ORGANIZATION

A. RESPONSE REQUIREMENTS

1. Number of Responses

Bidders may submit only one (1) response to this ITB.

2. Number of Copies

Bidders shall deliver one (1) signed and sealed bid to the location specified in this ITB, on or before the closing date and time for receipt of bids.

3. Bid Contents

All bids **MUST** contain the following items:

1. Submission Cover Sheet
2. Appendix A Conflict of Interest and Debarment/Suspension Certification Form
3. Appendix B Campaign Contribution Disclosure Form
4. Appendix C Non-Collusion Affidavit Form
5. Bid Price Form
6. DESCRIPTIVE LITERATURE: Information that shows the characteristics, specifications and operation of Bidders product (if applicable)
7. Licenses/certifications or compliance forms (if applicable)
8. Any other items noted in SPECIFICATIONS AND REQUIREMENTS

Failure of Bidder to complete and submit required bidding documents, in accordance with all instructions provided, is cause for rejection of the bid.

4. Bid Format

1. To preclude any possible errors or misrepresentations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening. Failure to comply will be just cause for rejection of the bid.
2. Bid prices shall include any applicable delivery costs - FOB destination.
3. The unit price(s) shall exclude all state and local taxes and loading fees.

B. BID SUBMITTAL REQUIREMENTS

Bids must be submitted in a sealed envelope. The bid title, the bid number and the opening date and time should be clearly indicated on the bottom left hand side of the front of the envelope. The Bidder's name shall also appear on the envelope. Failure to properly label the bid envelope may necessitate the premature opening of the bid in order to identify the bid number and may be cause for rejection.

1. Bid Opening, Processing and Award

This section describes how bids received are handled and assessed. It also describes how the award process works as well as the role of the Contract provided in and the role of Purchase Orders that may follow Contract award.

2. Bid Receipt

Bids shall be accepted unconditionally per NMSA 1978, Section 13-1-105 (2005). Only those bids received before the deadline for the receipt of bids will be considered. Bids received after

the deadline (“late bids”) will be retained in the procurement file, unopened, and shall not be considered for award.

3. Bid Opening

Bids will be opened and read in public in accordance with Section 13-1-107 of the New Mexico Procurement Code.

4. Review Process

1. **Compliance Review:** After the required public opening and reading, all timely submitted bids submitted by responsible bidders will be reviewed for compliance with the requirements and specifications stated within this ITB. Bids deemed non-responsive to any requirement or specification may be disqualified.
2. **Clarifications:** The Procurement Manager may contact the Bidder for clarification of the response.
3. **Other Information Sources:** The District may use other sources of information to confirm the validity of bids submitted and the ability of the Bidder to perform.
4. **Bid Tabulation:** The bid price(s) on the Bid Form will be tabulated (price compared) to identify the lowest price(s).
5. **Determination of Lowest Price:** After completion of the bid tabulation, the District will examine the results to determine which Bidder offers the lowest price to the District in accordance with the specifications and terms and conditions set forth in the Invitation for Bids. The determination letter written by the CPO will be mailed to all vendors who will be informed whether or not they were awarded the Bid.

5. Award and Order Process

Bid award will be based on the lowest, responsive, additional price. The District reserves the right to award each item individually, may award any group of items to multiple vendors or may award the entire bid to one vendor, whatever is deemed to be in the best interest of the District based on the prices bid.

Additional price shall **include** all applicable freight or shipping costs. The price bid will be the margin on all billing for the duration of the contract. Upon selection for possible award, the District will submit recommendation for award to the appropriate approving authority. Once approved the Contract will be officially awarded.

It is mutually understood and agreed that the successful bidder(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title of interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of Portales Municipal Schools.

This procurement in no manner obligates Portales Municipal School District until a valid signed contract and/or valid Purchase Order is executed.

V. SPECIFICATIONS

The scope of work shall encompass the requirements outline in this bid. The District may add to or delete from the Scope of Work set forth in this bid. Minor deviations to the specifications as listed, may be considered.

A. Scope of Work

The purpose of this bids is to obtain one (1) SUV and one (1) crossover vehicle.

For both vehicles:

Front and side factory installed airbags, factory installed air conditioner, power anti-lock brakes, factory installed electric rear window defogger with wiper, MFG standard radio, factory standard tint windows all around, outside right and left power mirrors, inside-non glare day/night mirror, power door locks and windows, tilt wheel/cruise control, maximum available fuel capacity, radial tires with MFG standard spare not located in the cargo area, automatic transmission, full cover solid construction top, intermittent windshield wipers with washer, cloth seats, vinyl floor covering, interior trim color coordinated with exterior, trailer/tow package (SUV only) to include trailer braking system, 3 ignition keys. Vehicle color factory standard determined in consultation with winning bidder. Bidder with the lowest bid that meets the minimum specifications will be accepted. Bidder may include options not specific to the minimum specifications that may or may not be purchased.

The SUV should have the ability to seat up to 9 passengers. The crossover should seat 4-5 passengers.

B. Contract Manager

1. This contract will be administered and supervised by the CPO or his/her designee.

VI. BID PRICE FORM

ITB NO.: 21-22-0002
SUV and/or Crossover Vehicles

BIDDER'S Name and Address: Telephone: Fax: Federal Tax ID #: New Mexico Tax ID #: CID License #
--

This Bid is submitted to Owner:

Portales Municipal School District
LC Cozzens Administrative Offices
501 S Abilene Ave
Portales, NM 88130
Phone (575) 356-7000

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. The Bidder accepts all of the terms and conditions of the Invitation for Bid.

A. the Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No. _____ Title: _____ Date: _____

No. _____ Title: _____ Date: _____

BID

Vehicle Information:	Description	Bid Price
SUV Year: Make: Model: Seats: Tow Package: Yes/No	Other Info:	\$
Crossover Year: Make: Model: Seats:	Other Info:	\$

I/We further declare that I/we have carefully read and examined all information in the referenced Invitation to Bid. I/We agree to comply with the Districts rules, regulations and policies.

Authorized Signature/Local Representative Date Signed

Type Name and Position Held with Company

SUBMISSION COVER SHEET

(Submit with bid proposal)

BIDDER ACKNOWLEDGEMENT: By responding to this Bid, the undersigned Bidder (1) acknowledges that he or she agrees to the terms and conditions set forth in this Bid; (2) certifies that the Bidder has not, either directly or indirectly, entered into action in restraint of full competition in connection with the bid submitted to the District; and (3) agrees to furnish the materials, supplies or services as required within the time specified under the conditions imposed as the price indicated.

Signature of Authorized Representative: _____

Type or legibly print name of above: _____

Contractor’s License# (if applicable): _____

Name of Firm: _____

Address 1: _____

Address 2: _____

Telephone No: _____

Email: _____

Resident/Veterans Preference Certification No. (If applicable): _____

(Attach copy of Certificate)

Contact information for Sales Department (please print legibly):

Name of Contact: _____

Telephone No.: _____

Email Address: _____

Contact information for POs/Invoicing/Etc. (please print legibly):

Name of Contact: _____

Telephone No.: _____

Email Address: _____

Contact information for Product or Deliver Problems. (please print legibly):

Name of Contact: _____

Telephone No.: _____

Email Address: _____

***IF ANY OF THIS CONTACT INFORMATION CHANGES, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE PORTALES MUNICIPAL SCHOOLS CHIEF PROCUREMENT OFFICER. ***

APPENDIX A
CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

CONFLICT OF INTEREST

As utilized herein, the term “Vendor” shall mean that entity submitting a proposal to Portales Municipals Schools in response to the above referenced bids/request for proposals.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge: No employee or board member of Portales Municipal Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Portales Municipal Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator:

_____.

List below the name(s) of any Portales Municipal Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor’s stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor. _____.

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to Portales Municipal Schools’ Chief Procurement Officer in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT / SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named **and that the information contained in this document is true and accurate to the best of their knowledge.**

Signature: _____ Date: _____

Name of Person Signing (typed or printed): _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____ Email: _____

APPENDIX B

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 Contributions” 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 on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contributions” 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 of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it 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.

Name of Applicable Public Official on the District Board of Education:

Dr. Alan Garrett – Randy Rankin – Rod Savage – Antonio Sanchez, Jr. – Inez Rodriguez

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made by: _____

Relation to Prospective Contractor: _____

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): _____

**APPENDIX C
NON-COLLUSION AFFIDAVIT FORM**

Company Name: _____

Address: _____

City, State, Zip Code: _____

I, _____, of the _____ in the
Name City
County of _____, State of _____ am of full
age, being dully sworn according to law on my oath depose and say that:

I am the _____ of the firm of _____
Title Company Name

the bidder making the Proposal for goods, services or public work specified under the attached proposal,
and that I executed the said proposal with full authority in any collusion or otherwise taken any action in
restraint of free competition in connection with the above proposal, and that all statements contained in
said proposal and in this affidavit are true and correct, and made with full knowledge that

_____ (Company Name) relies upon the truth of the statements contained in said
proposal and in the statements contained in this affidavit in awarding the contract for the said goods,
services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon agreement or understating for a commission, percentage, brokerage or contingent fee,
except bona fide employees or bon fide established commercial or selling agencies maintained by:

Company Name

Authorized Signature, Title, and Date