

**LAS CRUCES PUBLIC SCHOOL DISTRICT
PURCHASING OFFICE
505 S. MAIN STREET, SUITE 249
LAS CRUCES, NM 88001
OFFICE (575) 527-5844 FAX (575) 527-6619**

To:

Please bid on the attached listed material. Final submissions are required to be turned in no later than the below listed bid opening date and time by hard copy or via fax to the above listed address or fax number. Please retain a copy for your records. Additional copies of the bid may be downloaded at <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=b006d03c-8caf-494f-a267-2a40765d3bc4>.

The below listed data is provided for your reference and information. Please insure that the space provided for your company name, the bid number, name, title, and signature of the person submitting the bid, and the date of your bid are completely filled out.

BID NUMBER: 18-19-07

BID TITLE: PRICE AGREEMENT- PEST CONTROL SERVICES COMMODITY CODE: 91059

OPENING DATE & TIME: Wednesday May 1, 2019 @ 2:00 PM MST

DELIVERY REQUIREMENT: PEST CONTROL SERVICES TO BE PREFORMED MONTHLY OR AS NEEDED AT VARIOUS SCHOOL SITES AND LOCATIONS

DESIRED DELIVERY DATE: MONTHLY OR AS NEEDED

Any questions shall be submitted in writing no later than April 24, 2019 to Cesar Chavez, District Buyer via email at cchavez3@lcps.net or via fax at (575) 527-6619.

Thank you for your prompt response.

Cesar Chavez
District Buyer

SCOPE OF SERVICE
PEST CONTROL SERVICES
LAS CRUCES PUBLIC SCHOOLS

1. The contractor shall furnish all labor, materials and equipment necessary to perform all rodent (mammal) and insect pest control services to the interior and exterior areas of all Las Cruces Public School buildings and properties.
2. Pests and insects to be controlled include but shall not be limited to the following: roaches, ants, ticks, silverfish, fleas, centipedes, bedbugs, moths, termites, spiders, rats, mice, birds, bats, wasps, hornets, bees, reptiles, snakes.
3. **FOR SCHOOL SITE KITCHEN SERVICE:** The district has a total of 38 kitchen sites, which may have pesticide applied on a monthly basis. Of the 40 sites 25 are elementary schools, 8 middle schools, 5 high schools, and 2 charter schools. Schedule of regular inspections or services shall be on a monthly, as needed basis, and/or emergencies. Contractor may perform regular services from the hours of 8am-4pm, Monday – Friday, or after hours when scheduled appropriately. Contractor shall be available to perform emergency application services within six hours of notification by the district. (ITEMS 1-40) **(Attachment 1)**
4. **FOR SCHOOL SITE KITCHEN SERVICE FOOD PREPARATION, KITCHENS:** Use only chemicals/pesticides approved for use in and around food service areas. Application methods utilized must conform to state and federal requirements. Contractor must maintain and complete a log book describing application of pesticides on a monthly basis. The following information shall be stated at each entry: name of pesticide, name of pest, location, method of application, date of application, applicators name. The monthly logs **MUST** be submitted to the Physical Plant Department via email for review. **Pricing for the service of these locations (Attachment 1) will be on a per square foot basis.**
5. **FOR AS NEEDED SCHOOL/SITE SERVICE (OR EMERGENCY):** Typical service area classrooms, hallways, offices, libraries, stairways, mechanical and electrical rooms, restrooms, **kitchens/food service areas, warehouse areas, pipe chases, exterior of buildings, playgrounds.**
6. The district owns and maintains 52 schools/facilities, to include elementary, middle and high schools, charter schools, operational support facilities, and administrative complexes (items 1-52). **Pricing for the service of these locations (Attachment 2) will be on a per square foot basis with no guarantee of square footage to be serviced. Service for these locations will be scheduled accordingly, requested as an emergency, or as needed services. The School District will provide the contractor the square footage to be serviced and the school/location site prior to service being performed.**

7. Contractor shall be fully licensed according to the state and federal regulations. (New Mexico and NMDA). **A copy of all licensing, local, state, federal, and individual applicators shall be included in the submission of this bid and be kept on file with the district.**

8. **Only approved pesticides, by the state and NMDA, shall be utilized on district properties. A list of pesticides shall be included in the submitted information. SDS sheets shall be included for all chemicals/pesticides.**

NOTE TO POTENTIAL BIDDERS:

1. Price/cost decreases received by the successful contractor for products sold to the School District in the performance of these services, the contractor shall notify the School District within 24 hours and pass such price/cost savings to the School District immediately.
2. Unit and Extended prices shall be firm for a period of one year, July 1 through June 30 of the then current year. Any price increases shall be requested at the beginning of the year to be effective July 1 of the then year. Requests for price increases shall be submitted by the successful contractor with renewal notification submitted yearly.
3. The School District reserves the right to cancel a contract resulting from this solicitation and solicit a new contract if the requested price increase is found to be above the then current open market price for the same commodity/services. Cancellation of the contract shall not affect outstanding orders or services.
4. The successful contractor may extend the same terms and conditions of the resulting contract to other governmental entities and Pursuant to Section 13-1-120 of the Procurement Code, those entities may utilize said contract with the condition that the Las Cruces Public School District shall not have any liability as a result of such extension.

Company Name: _____

Bid Submitted By: _____
Printed Name of Representative

Signature of Company Representative Date

****PLEASE RETURN ALL PAGES OF THIS SOLICITATION AND KEEP A COPY FOR YOUR FILES**

| SPECIAL CONDITIONS AND SPECIFICATION (PLEASE CHECK YES OR NO) | BIDDER AGREES TO COMPLIANCE YES | BIDDER DOES NOT AGREE COMPLIANCE NO | IF NO SPECIFY DEVIATION |
|--|--|--|----------------------------|
| <p>A. BID AWARD</p> <p>1. Bid will be awarded to the LOW RESPONSIVE bidder who best serves the interest of the Las Cruces Public School District.</p> <p>2. Bidder acknowledges that if awarded this bid, bidder will complete services as required pursuant to the attached Scope of Work.</p> <p>3. Bidder acknowledges that the company is properly licensed to perform the required services and submits a copy of its appropriate local, state, and if applicable federal licenses.</p> | <hr/> <hr/> <hr/> | <hr/> <hr/> <hr/> | |
| <p>B. ITEM SPECIFICATIONS</p> <p>1. Bidder acknowledges that the Statement of Work and all specifications stated within are clearly understood and bidder will be adhered to same.</p> <p>2. No deviations from the Statement of Work shall be approved unless requested in writing by the contractor and authorized is given in writing by the owner's representative Director of Purchasing.</p> <p>3. Bidders are referenced to the attached CONDITIONS OF BIDDING SCHEDULE (attachment 3) to become informed with the details of the conduct of this bid. Bidders must also sign and submit with bid a Debarment, Campaign Contribution, and Conflict of Interest form attached as attachments 4, 5, & 6 respectively.</p> | <hr/> <hr/> <hr/> | <hr/> <hr/> <hr/> | |
| <p>C. CONDITIONS:</p> <p>1. In state preference will be given to instate vendors pursuant to Section 13-1-21 of the State of New Procurement Code. Vendors must submit a copy of their current certificate in order to receive a preference.</p> <p>2. The successful bidder agrees to enter into a Price Agreement for a period of July 1, 2019- June 30, 2020. Resulting contract(s) may be extended annually for up to three (3) additional years pending mutual agreement between the School District and the successful bidder(s).</p> | <hr/> <hr/> | <hr/> <hr/> | |

E. Default and Force Majeure:

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

F. Freedom of Information and Protection of Privacy Act:

All documents submitted to the LCPS shall become the property of the LCPS and will be held in confidence by the LCPS, subject to the provisions of the United States' Freedom of Information and Protection of Privacy Act. The successful Respondent and awarded contract value are routinely released information.

G. Termination:

I. Grounds.

-The District/Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this agreement based upon the Agency's uncured, material breach of this Agreement.

II. Notice; Agency Opportunity to Cure.

-The Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

-Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

- Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the Las Cruces Public Schools District; or (iii) the Agreement is terminated pursuant to the section titled, "Appropriations", of this Agreement.

III. Liability:

Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the contractor's default/ breach of this agreement.

H. Appropriations:

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the agency to the Contractor. The agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

I. Collusion:

The bidder shall not engage in collusion of any sort and shall ensure that no person or other legal entity, other than the bidder has an interest in the bidder's submission and prepare the submission without any knowledge of, comparison of figures with, or arrangement with any other person or firm preparing a Submission for the same work.

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ATTACHMENT 1

| KITCHEN SITES | | | | | | |
|---------------|---------------------------------|--|-----------------|------------------|------------|----------------|
| ITEM | KITCHEN SITE | ADDRESS | KITCHEN SQ. FT. | SERVICE INTERVAL | UNIT PRICE | EXTENDED PRICE |
| 1 | Alameda Elementary | 1325 N. Alameda Las Cruces, NM 88005 | 1,827 | Monthly | | |
| 2 | Booker T. Washington Elementary | 755 E. Chestnut, Las Cruces, NM 88001 | 2,327 | Monthly | | |
| 3 | Central Elementary | 150 N. Alameda, Las Cruces, NM 88005 | 2,154 | Monthly | | |
| 4 | Cesar Chavez Elementary | 5250 N. Holman Rd. Las Cruces, NM 88012 | 2,502 | Monthly | | |
| 5 | Columbia Elementary | 4555 Elks Drive, Las Cruces, NM 88005 | 2,268 | Monthly | | |
| 6 | Conlee Elementary | 1701 Boston Drive, Las Cruces, NM 88001 | 2,936 | Monthly | | |
| 7 | Desert Hills Elementary | 280 N. Roadrunner Pkwy. Las Cruces, NM 88011 | 1,914 | Monthly | | |
| 8 | Dona Ana Elementary | 5551 Camino de Flores Las Cruces, nM 88005 | 2,397 | Monthly | | |
| 9 | East Picacho Elementary | 4450 Highway 85 North Las Cruces, NM 88005 | 2,368 | Monthly | | |
| 10 | Fairacres Elementary | 4501 W. Picacho Ave. Las Cruces, NM 88033 | 2,386 | Monthly | | |
| 11 | Hermosa Heights Elementary | 1655 E. Amador Ave. Las Cruces, NM 88001 | 2,126 | Monthly | | |
| 12 | Highland Elementary | 5221 N. Main Street Las Cruces, NM 88012 | 2,941 | Monthly | | |
| 13 | Hillrise Elementary | 1400 S. Curnutt Las Cruces, NM 88011 | 1,703 | Monthly | | |
| 14 | Jornada Elementary | 3400 Elks Drive Las Cruces, NM 88005 | 2,457 | Monthly | | |
| 15 | Loma Heights Elementary | 1600 E. Madrid Las Cruces NM 88001 | 2,617 | Monthly | | |
| 16 | MacArthur Elementary | 655 N. Fourth Street Las Cruces, NM 88005 | 1,889 | Monthly | | |
| 17 | Mesilla Elementary | 2363 Calle del Sur Mesilla, NM 88047 | 1,897 | Monthly | | |
| 18 | Mesilla Park Elementary | 955 W. Union Avenue Mesilla Park, NM 88047 | 1,990 | Monthly | | |
| 19 | Monte Vista Elementary | 4675 Peachtree Hills Las Cruces, NM 88012 | 2,150 | Monthly | | |
| 20 | Sonoma Elementary | 4201 Northrise Drive Las Cruces, NM 88011 | 2,138 | Monthly | | |
| 21 | Sunrise Elementary | 5300 N. Holman Road Las Cruces, nM 88012 | 2,143 | Monthly | | |

ATTACHMENT 1: CONTINUED

| | | | | | | |
|----|--|---|-------|---------|--|--|
| 22 | Tombaugh Elementary | 226 Carver Road Las Cruces, NM 88005 | 2,001 | Monthly | | |
| 23 | University Hills Elementary | 2005 S. Locust Las Cruces, NM 88001 | 1,694 | Monthly | | |
| 24 | Valley View Elementary | 915 E. California Ave. Las Cruces, NM 88001 | 1,400 | Monthly | | |
| 25 | White Sands Schools | 1 Viking Street, WSMR, NM 88003 | 2,033 | Monthly | | |
| 26 | Camino Real Middle School | 2961 N. Roadrunner Pky Las Cruces, NM 88011 | 3,690 | Monthly | | |
| 27 | Lynn Middle School | 950 S. Walnut Las Cruces, NM 88001 | 3,117 | Monthly | | |
| 28 | Mesa Middle School | 7225 Jornada Road Las Cruces, NM 88012 | 3,474 | Monthly | | |
| 29 | La Academia Dolores Huerta | 400 W. Bell Mesilla Park NM 88047 | 530 | Monthly | | |
| 30 | Alma De Arte | 402 W. Court Avenue Las Cruces, NM 88005 | 600 | Monthly | | |
| 31 | J Paul Taylor | 402 W. Court Avenue, Building 2, Las Cruces, NM 88005 | 900 | Monthly | | |
| 32 | Picacho Middle School | 1040 N. Motel Blvd. Las Cruces, NM 88005 | 2,577 | Monthly | | |
| 33 | Sierra Middle School | 1700 E. Spruce Ave., Las Cruces, NM 88001 | 2,859 | Monthly | | |
| 34 | Vista Middle School | 4465 Elks Road Las Cruces, NM 88005 | 2,590 | Monthly | | |
| 35 | Zia Middle School | 1300 W. University Ave Las Cruces, NM 88005 | 2,500 | Monthly | | |
| 36 | Arrowhead Park Early College High School | 3600 Arrowhead Drive, Las Cruces, NM 88011 | 1,105 | Monthly | | |
| 37 | Centennial High School | 1950 Sonoima Ranch, Las Cruces, NM 88011 | 3,362 | Monthly | | |
| 38 | Las Cruces High School | 1750 El Paseo Road, Las Cruces, NM 88001 | 3,367 | Monthly | | |
| 39 | Mayfield High School | 1955 N. Valley Drive, Las Cruces, NM 88005 | 2,320 | Monthly | | |
| 40 | Ocate High School | 5700 Mesa Grande, Las Cruces, NM 88011 | 4,181 | Monthly | | |

SUBTOTAL ITEMS 1 - 40 \$ _____

ATTACHMENT 2

| SCHOOL AND ADMINISTRATION SITES | | | | | |
|--|---------------------------------|--|----------------|-------------------------|-------------------|
| ITEM | KITCHEN SITE | ADDRESS | SQ. FT. | SERVICE INTERVAL | UNIT PRICE |
| 1 | Alameda Elementary | 1325 N. Alameda Las Cruces, NM 88005 | Up To 52,199 | As Needed | |
| 2 | Booker T. Washington Elementary | 755 E. Chestnut, Las Cruces, NM 88001 | Up To 65,796 | As Needed | |
| 3 | Central Elementary | 150 N. Alameda, Las Cruces, NM 88005 | Up To 27,712 | As Needed | |
| 4 | Cesar Chavez Elementary | 5250 N. Holman Rd. Las Cruces, NM 88012 | Up To 71,374 | As Needed | |
| 5 | Columbia Elementary | 4555 Elks Drive, Las Cruces, NM 88005 | Up To 81,962 | As Needed | |
| 6 | Conlee Elementary | 1701 Boston Drive, Las Cruces, NM 88001 | Up To 59,600 | As Needed | |
| 7 | Desert Hills Elementary | 280 N. Roadrunner Pkwy. Las Cruces, NM 88011 | Up To 65,031 | As Needed | |
| 8 | Dona Ana Elementary | 5551 Camino de Flores Las Cruces, NM 88005 | Up To 61,486 | As Needed | |
| 9 | East Picacho Elementary | 4450 Highway 85 North Las Cruces, NM 88005 | Up To 75,376 | As Needed | |
| 10 | Fairacres Elementary | 4501 W. Picacho Ave. Las Cruces, NM 88033 | Up To 40,566 | As Needed | |
| 11 | Hermosa Heights Elementary | 1655 E. Amador Ave. Las Cruces, NM 88001 | Up To 49,098 | As Needed | |
| 12 | Highland Elementary | 5221 N. Main Street Las Cruces, NM 88012 | Up To 77,130 | As Needed | |
| 13 | Hillrise Elementary | 1400 S. Curnutt Las Cruces, NM 88011 | Up To 57,182 | As Needed | |
| 14 | Jornada Elementary | 3400 Elks Drive Las Cruces, NM 88005 | Up To 57,861 | As Needed | |
| 15 | Loma Heights Elementary | 1600 E. Madrid Las Cruces NM 88001 | Up To 74,283 | As Needed | |
| 16 | MacArthur Elementary | 655 N. Fourth Street Las Cruces, NM 88005 | Up To 42,560 | As Needed | |
| 17 | Mesilla Elementary | 2363 Calle del Sur Mesilla, NM 88047 | Up To 43,712 | As Needed | |
| 18 | Mesilla Park Elementary | 955 W. Union Avenue Mesilla Park, NM 88047 | Up To 59,990 | As Needed | |
| 19 | Monte Vista Elementary | 4675 Peachtree Hills Las Cruces, NM 88012 | Up To 75,450 | As Needed | |
| 20 | Sonoma Elementary | 4201 Northrise Drive Las Cruces, NM 88011 | Up To 83,751 | As Needed | |

ATTACHMENT 2: CONTINUED

| | | | | | |
|----|--|--|---------------|-----------|--|
| 21 | Sunrise Elementary | 5300 N. Holman Road Las Cruces, nM 88012 | Up To 61,357 | As Needed | |
| 22 | Tombaugh Elementary | 226 Carver Road Las Cruces, NM 88005 | Up To 72,256 | As Needed | |
| 23 | University Hills Elementary | 2005 S. Locust Las Cruces, NM 88001 | Up To 72,632 | As Needed | |
| 24 | Valley View Elementary | 915 E. California Ave. Las Cruces, NM 88001 | Up To 72,494 | As Needed | |
| 25 | White Sands Schools | 1 Viking Street, WSMR, NM 88003 | Up To 59,311 | As Needed | |
| 26 | Camino Real Middle School | 2961 N. Roadrunner Pky Las Cruces, NM 88011 | Up To 122,310 | As Needed | |
| 27 | Lynn Middle School | 950 S. Walnut Las Cruces, NM 88001 | Up To 113,849 | As Needed | |
| 28 | Mesa Middle School | 7225 Jornada Road Las Cruces, NM 88012 | Up To 113,526 | As Needed | |
| 29 | La Academia Dolores Huerta | 400 W. Bell Mesilla Park NM 88047 | Up To 12,303 | As Needed | |
| 30 | Picacho Middle School | 1040 N. Motel Blvd. Las Cruces, NM 88005 | Up To 109,854 | As Needed | |
| 31 | Sierra Middle School | 1700 E. Spruce Ave., Las Cruces, NM 88001 | Up To 103,225 | As Needed | |
| 32 | Vista Middle School | 4465 Elks Road Las Cruces, NM 88005 | Up To 83,910 | As Needed | |
| 33 | Zia Middle School | 1300 W. University Ave Las Cruces, NM 88005 | Up To 107,497 | As Needed | |
| 34 | Arrowhead Park Early College High School | 3600 Arrowhead Drive, Las Cruces, NM 88011 | Up To 60,820 | As Needed | |
| 35 | Centennial High School | 1950 Sonoima Ranch, Las Cruces, NM 88011 | Up To 329,238 | As Needed | |
| 36 | Las Cruces High School | 1750 El Paseo Road, Las Cruces, NM 88001 | Up To 410,633 | As Needed | |
| 37 | Mayfield High School | 1955 N. Valley Drive, Las Cruces, NM 88005 | Up To 255,16 | As Needed | |
| 38 | Ocate High School | 5700 Mesa Grande, Las Cruces, NM 88011 | Up To 268,139 | As Needed | |
| 39 | Rio Grande Preparatory Inst. | 2355 Avendia de Mesilla, Messilla, NM 88046 | Up To 45,664 | As Needed | |
| 40 | Textbooks/Library Warehouse | 1400 Hernandez, Las Cruces, NM 88001 | Up To 7,200 | As Needed | |
| 41 | Mat'ls Management / Warehouse/Print Shop | 1400 Hernandez, Las Cruces, NM 88001 | Up to 22,200 | As Needed | |
| 42 | Physical Plant Dept. | 1400 Hernandez, Las Cruces, NM 88001 | Up to 9,200 | As Needed | |
| 43 | Central Offices / Administration | 505 S. Main St., Ste 249, Las Cruces, NM 88001 | Up To 62,165 | As Needed | |

ATTACHMENT 2: CONTINUED

| | | | | | |
|----|--|--|--------------|-----------|--|
| 44 | Professional Development Center | 505 S. Main St., Ste 400, Las Cruces, NM 88001 | Up to 15,351 | As Needed | |
| 45 | Football Complex | 2300 Tashiro Rd., Las Cruces, NM 88007 | Up To 15,351 | As Needed | |
| 46 | Operations Annex | 2820 Las Vegas Ct., Las Cruces, N M 88007 | Up To 5,683 | As Needed | |
| 47 | Baseball Complex | 2101 Tashiro Road, Las Cruces, NM 88007 | Up To 5,832 | As Needed | |
| 48 | Softball Complex | 1601 Bruins Lane, Las Cruces, NM 88007 | Up To 3,084 | As Needed | |
| 49 | Las Montanas Charter High School | 1405 S. Solano Dr., Las Cruces, NM 88001 | Up To 32,277 | As Needed | |
| 50 | J. Paul Taylor Charter School | 402 W. Court, Building 2, Las Cruces, NM 88001 | Up To 22,761 | As Needed | |
| 51 | Alma de Arte Charter School | 402 W. Court, Las Cruces, NM 88001 | Up To 31,356 | As Needed | |
| 52 | Crossroads | 821 Lohman Ave., Las Cruces, NM 88001 | Up To 14,123 | As Needed | |
| 53 | Emergency Call-Outs during normal working hours (8 am - 4 pm; M-F) | | | | |
| 54 | Emergency Call-Outs after normal working hours (8 am - 4 pm; M-F) | | | | |

ATTACHMENT 3

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

1. Bidders are advised that all bids are subject to the legal requirements as provided in the State of New Mexico Procurement Code, Chapter 13, NMSA, 1978 Compilation.
2. All bids are to be received by the Las Cruces School District by the specified due date/time provided on the Invitation for Bid.
 - a. To facilitate timely delivery, bid response envelopes should clearly **list the BID NUMBER** and due date on the exterior of the envelope, and be mailed, or delivered to: **LAS CRUCES SCHOOL DISTRICT NO. 2
PURCHASING DEPARTMENT
505 SOUTH MAIN STREET, SUITE 249
LAS CRUCES, NM 88001**
 - b. Or faxed to (575) 527-6619.
 1. Bids received after bid opening shall not be accepted and shall be returned unopened.
 - c. State the UNIT PRICE and TOTAL PRICE for each item/service offered. UNIT PRICE shall govern any extension errors.
 1. Pricing shall be stated **F.O.B.-Las Cruces, New Mexico; prepaid and allowed** unless otherwise specified.
 2. Pricing shall exclude the applicable New Mexico gross receipts tax or local option tax.
 3. Pricing shall remain effective for a minimum of thirty (30) days after the bid opening date
 - d. Be complete with all required information.
 1. Detailed literature and specifications shall be included with the bid when no Brand/Model Number is specified or when an "or equal" item is offered. Bidders are requested to provide products that are recyclable and/or biodegradable.
 - a) Failure to provide this information shall subject bid to rejection.
 2. Where required, bidders shall state brand names and model numbers of items offered as "or equal".
 - a) Where a "brand name or equal" is specified, it is for the purpose of describing a standard of quality, performance, or characteristic desired and not to limit or restrict competition.
 3. Any changes or clarification to bid requirements shall be made via written addendums when required. Verbal understandings shall not be binding.
 4. Bids received unsigned are not acceptable until signed by the bidder or bidder's representative.
3. Bidders shall be required to:
 - a. Provide samples at no cost for evaluation purposes when requested by the School District or bid documents.
 1. Samples shall be returned at suppliers request only, otherwise samples shall become property of the School District after 60 days.
 2. When return is requested, samples shall be returned **F.O.B.-Las Cruces, New Mexico, Freight Collect**.
 - b. Comply to the criminal laws prohibiting bribes, gratuities and kickbacks.
 - c. Submit with the bid, a self-addressed, stamped envelope when bid pricing results are desired.
 1. Phone requests for bid pricing results are and will be discouraged.
4. The School District reserves the sole right to:
 - a. Determine responsible bidders and responsive bids.
 - b. Determine and waive minor technicalities in the bid form or requirements not affecting price, quality, or quantity of items or services sought.
 - c. Delete, decrease or increase quantities of bid items or services within their effective price date.
 - d. Negotiate an extension of effective price date.
 - e. Accept and award responsive bids to responsible bidders offering the lowest:
 1. Individual Unit Price, or
 2. Grouped Unit Price, or
 3. Lump Sum Unit Price;
 whichever is determined most beneficial by and to the School District.
 - f. Reject any or all bids partially or wholly.
5. Bid awards shall be made within thirty (30) days of the bid opening date.
 - a. Contracts resulting from this bid shall be open-ended, indefinite quantity contracts and may be "piggybacked" during the effective price dates. Successful bidders shall extend pricing on the same goods and/or services awarded as a result from this bid to other school districts and public entities in New Mexico.
 - b. Successful bidders shall receive notice of award via Purchase Order showing unit price, item or service description, delivery and payment terms and any other pertinent information.
 1. Purchase Order number shall appear on all subsequent packing lists, bills of lading, invoices, and other related correspondences.
 - 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. Bidders must submit a current copy of their certificate to receive a preference.
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: _____



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

ATTACHMENT 5

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