

**LAS CRUCES SCHOOL DISTRICT NO. 2  
PURCHASING DEPARTMENT  
505 S. MAIN STREET, SUITE 249  
LAS CRUCES, NM 88001  
OFFICE (575) 527-5844 FAX (575) 527-6619**

Date Mailed/Faxed:

To:

Please bid on the attached listed material. 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 quote number, name, title, and signature of the person submitting the bid, and the date of your bid are completely filled out.

**BID NUMBER: 19-20-02**  
**BID TITLE: MULTI-LEVEL MUSICAL INSTRUMENTS/  
ACCESSORIES COMMODITY CODE: 58010**  
**BID DUE DATE & TIME: October 29th, 2019 @ 10:00 AM**  
**DELIVERY REQUIREMENT: F.O.B. Las Cruces, NM; Prepaid/Allowed**  
**DESIRED DELIVERY DATE: ASAP After Receipt of Order (ARO)**

If you have any questions pertaining to this bid, please contact Cesar Chavez at (575) 527-5845 or via fax at (575) 527-6619.

Thank you for your prompt response.

Cesar Chavez  
Purchasing Buyer

SPECIAL CONDITIONS AND SPECIFICATION	BIDDER COMPLIANCE YES	BIDDER COMPLIANCE NO	SPECIFY DEVIATION
<p><b>I. BID AWARD</b></p> <p>A. BID(s) will be awarded to the ITEM LOW RESPONSIVE bidder or the TOTAL LOW RESPONSIVE bidder whichever is in the best interest of the Las Cruces Public School District.</p> <p>B. The quantities stated on the attached bid price page are estimated quantities only and not binding on the Las Cruces School District.</p> <p>C. Award will also be based on the amount of funds appropriated at the time of award. The Las Cruces Public Schools reserves the right to award all or none of the items.</p> <p><b>II. ITEM SPECIFICATIONS</b></p> <p>A. Specifications stated for all items herein must be adhered to in order for bids to be considered responsive and acceptable.</p> <p>B. Alternative brands/model numbers offered as “equal” to the items specified will be considered only if a sample or detailed specification sheet of the item is included with the bid.</p> <p>C. Bids received and offering alternative products as “equal” to items specified and do not include samples or detailed specification sheet shall be considered incomplete and will not be acceptable for award.</p> <p>D. The One Year Service/Maintenance Agreement shall commence on the date of the delivery and acceptance of the instrument(s). Successful vendor will be required to pick-up and return the instrument to the specific school site after service, the required turnaround time for the service of any given instrument shall be at a minimum of next day (if possible, depending on the service required) to a maximum of four weeks.</p> <p>E. Bidders that do not comply with Special Conditions and Specification, Section II D. (One Year Service/Maintenance Agreement) shall be considered incomplete and will not be acceptable for award.</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	

F. Bidders are referenced to the attached **CONDITIONS OF BIDDING SCHEDULE** to become informed with the details of the conduct of this bid (**attachment 1**). Bidders must also complete a debarment, campaign contribution, and conflict of interest form enclosed as **attachments 2,3,4**.

**III. DELIVERY**

- A. Awarded items shall be delivered to the following site:  
Please reference school column on pricing sheet for delivery site. If "multiple" is listed, please look at notes column to see the corresponding schools. See **Exhibit A** for school addresses.
- B. Partial deliveries: Line item partial shipments are not acceptable and will not be shipped to the LCPS. Vendor will not ship any line item(s) until the complete line item can be shipped. Shipment of partial line items, without prior written authorization from the LCPS Purchasing Office, may be deemed as Non-compliance with the conditions of the purchase order and may result in the cancellation of the purchase order(s).
- C. Prices should reflect delivered costs, any additional charges on invoices for freight will be deducted and not paid. **Items to be delivered F.O.B. Las Cruces, NM Prepaid** and all freight charges have been included in the price of the item.


**IV. TERMS AND CONDITIONS**

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

B. 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.

C. 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.


D. 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.

<p>D. Termination</p> <p>I. Grounds.</p> <p>-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.</p> <p>II. Notice; Agency Opportunity to Cure.</p> <p>-The Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.</p> <p>-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.</p> <p>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.</p> <p>- 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.</p> <p>III. Liability:</p> <p>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.</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	
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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.

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### LCPS Middle School Music Instrument Request

Item	School	Instrument/Equipment	Brand	Model	Specifications	Unit Price	Quantity	Extended Cost	Notes	Vendor Notes
1	White Sands Band	Piccolo	Selmer	PC711	C, Prelude piccolo, silver-plated head joint, silver-plated keys, composition body, conical bore, split E mechanism. Includes hard case, tuning rod, and care products. Includes one year service and maintenance agreement.		1			
2	Vista Band	Piccolo	Yamaha	YPC-32	C, Standard, ABS resin body, nickel silver headjoint with conical bore, nickel silver keys, undercut tone holes, concave contoured keys with ribbed key post, split E key mechanism, stainless steel springs. Includes hard case, tuning rod, and care products. Includes one year service and maintenance agreement.		1			
3	Sierra Band	Oboe	Fox Renard	333	C, high quality plastic resin body, simplified plateau system including the left F, low Bb, and F resonance keys, cork pads are on C#, Eb, and above, nickel silver keys with 18% nickel silver hing tubing and heavy silverplating, teflon-tipped stainless steel adjusting screws, silver plated posts, bands, and bell ring. Includes hard case and care products, includes silk swab. Includes one year service and maintenance agreement.		2			
4	White Sands Band	Oboe	Yamaha	YOB-241	C, ABS resin body, modified conservatory key system, undercut tone hole design, stainless steel springs, French taper pivot screws, nickel silver keys and bell ring. Includes hard case and care products, includes silk swab. Includes one year service and maintenance agreement.		1			

5	Multiple	Oboe	Yamaha	YOB-441	C, select quality grenadilla wood lower joint and bell, ABS matt finish resin upper joint, American bore style with 19 cork and 2 felt pads, a Simplified Conservatoire system (semi-automatic octave system), and silver-plated nickel silver keys, trill keys are C#-D#, F#-G#, Ab-Bb, A#-B, B-C#, left C-D, right C-D, and the auxiliary keys include a left-hand F key, and a Fork F resonance key. Includes hard case and care products; includes silk swab. Includes one year service and maintenance agreement.		3		Vista - 2, Zia - 1	
6	Multiple	Bassoon	Selmer	1432B	C, resonite body, full Heckel system with high C key, F# trill, large ring A, C#-D# trill, nickel plated key mechanism. Includes hard case and care products; includes two CVX bocals sizes 1 & 2, crutch, and seat strap. Includes one year service and maintenance agreement.		3		Picacho - 2, WSS - 1	
7	White Sands Band	Bass Clarinet	Selmer	1430P	Bb, .932" bore, durable resonite body and nickel plated keys-bell-mouthpiece, floor peg, brushed wood grain finish, re-curved neck, range to low Eb. Includes hard case and care products. Includes mouthpiece, ligature, and cap. Includes one year service and maintenance agreement.		1			
8	Zia Band	Bb Tenor Saxophone	Yamaha	YTS-26	Bb, standard level -yellow brass body, drawn tone holes, auxiliary keys: front F, stainless steel springs, waterproof leather and wool felt with plastic tone booster pads, adjustable thumb hook, post on body mounting. Includes hard case and care products. Includes Selmer C* mouthpiece, ligature, cap, and padded neck strap. Includes one year service and maintenance agreement.		1			



9	Multiple	Bb Tenor Saxophone	Yamaha	YTS-480	Bb, intermediate level - yellow brass body, annealed original 63 design neck, drawn tone holes, auxiliary keys: front F, high F#, stainless steel springs, waterproof leather and wool felt with plastic tone booster pads, adjustable thumb hook, post on body mounting. Includes hard case and care products. Includes Selmer C* mouthpiece, ligature, cap, and padded neck strap. Includes one year service and maintenance agreement.		7		Camino - 2, Lynn - 2, Vista - 1, WSS - 1, Zia - 1	
10	Multiple	Eb Baritone Saxophone	Yamaha	YBS-52	Eb, Standard neck, yellow brass neck, body, bell, range to low A, aux keys: front F, low A, drawn tone holes, stainless steel springs, nylon resonators, adjustable thumbrest. Includes hard case and care products; includes Selmer C* mouthpiece, ligature, cap, and padded harness strap. Includes one year service and maintenance agreement.		8		Camino - 2, Sierra - 2, WSS - 1, Lynn - 1, Vista - 1, Zia - 1	
11	Picacho Band	French Horn	Holton	Farkas 179	F/Bb double horn, .468" bore; 12-1/4" fixed bell of hand-hammered nickel silver; large-throated .310 venturi of nickel silver; noiseless string action, short stroke with stainless steel springs; solid nickel silver slides inside and out; tapered hand-lapped brass valve rotors; nickel silver finish. Includes hard case and care products; includes Farkas MDC		3			
12	Multiple	French Horn	Yamaha	YHR-567	F/Bb, .472" bore, bell 12-1/8 inch, fixed bell, medium bell throat, yellow brass bell, gold brass leadpipe, Geyer wrap, string linkage. Includes hard case with and care products; includes Yamaha 32C4 mouthpiece. Includes one year service and maintenance agreement.		8		WSS - 2, Lynn - 4, Vista - 2	
13	Sierra Band	French Horn	Yamaha	YHR-671	F/Bb, .472" bore, bell 12-1/8 inch, fixed bell, medium bell throat, yellow brass bell, gold brass leadpipe, Geyer wrap, string linkage, adjustable 4th rotor thumb lever, clear lacquer. Includes hard case with and care products; includes Yamaha 32C4 mouthpiece. Includes one year service and maintenance agreement.		4			

14	Picacho Band	Trombone F-Attachment	Conn	88HO	Bb/F, Symphony Series F attachment, .547" bore, 8.5" rose brass bell, open wrap F attachment with standard rotar, rose brass outer slide, lacquer finish. Includes hard case and care products; includes Bach 5G large shank mouthpiece. Includes one year service and maintenance agreement.		3		
15	Multiple	Trombone F-Attachment	Yamaha	YSL-8820	Bb/F, Xeno Series F-Attachment, .547" bore, 8-11/16" yellow/gold brass bell, open wrap F attachment with standard rotar, yellow/gold brass outer slide, lacquer finish. Includes hard case and care products; includes Yamaha Peter Sullivan Replica Series large shank mouthpiece. Includes one year service and maintenance agreement.		5		Zia - 4, Lynn - 1
16	Zia Band	Bass Trombone	Yamaha	YBL-421G	Bb/F, Intermediate Bass, .563" bore, 9.5" gold brass bell, semi-open wrap F attachment with standard rotar, brass outer slide, lacquer finish. Includes hard case and care products; includes Yamaha 58 large shank mouthpiece. Includes one year service and maintenance agreement.		1		
17	Multiple	Euphonium 4 valve Non-Compensating	Yamaha	YEP-321	Bb, .571" bore, 11" upright yellow brass bell, 4 top-action nickel-plated pistons, lacquer finish. Includes hard case and care products; includes Yamaha SL48 small shank mouthpiece. Includes one year service and maintenance agreement.		13		Lynn - 4, Vista - 3, Zia - 6
18	Picacho Band	Euphonium 4 valve Non-Compensating	Yamaha	YEP-321	Bb, .571" bore, 11" upright yellow brass bell, 4 top-action nickel-plated pistons, lacquer finish. Includes hard case and care products; includes Schilke 51D small shank mouthpiece. Includes one year service and maintenance agreement.		3		
19	Multiple	Tuba 3 valve	Yamaha	YBB-105WC	BBb, 3/4 size, .661" bore, 14-3/8" upright yellow brass bell with special flare for enhanced projection, 3 top-action nickel-plated alloy pistons, gold brass mouthpipe with special long taper, hand-lapped slides, clear epoxy lacquer finish. Includes hard case with wheels and care products; includes Conn Helleberg mouthpiece. Includes one year service and maintenance agreement.		10		Picacho - 5, Sierra - 1, Vista - 1, WSS - 2, Lynn - 1

20	Picacho Band	Tuba 4 valve	King	2341 W	BBb, 4/4 size, .687" bore, 14-3/8" upright yellow brass bell, 4 front-action nickel-plated pistons, lacquer finish. Includes hard case with wheels and care products; includes Conn Helleberg mouthpiece 7B. Includes one year service and maintenance agreement.		2		
21	Mesa Band	Tuba 4 valve	Tempest	Regensburg	BBb, 1/2 size, junior tuba, Regensburg model, .660" bore, 14.7" upright yellow brass bell, 4 front-action hand lapped stainless steel rotary valves with ball and socket linkage, lacquer finish. Includes hard case with wheels and care products. Includes 24AW mouthpiece. Includes one year service and maintenance agreement.		1		
22	Multiple	Tuba 4 valve	Yamaha	YBB-321WC	BBb, 4/4 size, .728" bore, 17.5" upright yellow brass bell, 4 top-action nickel-plated pistons, gold brass lead pipe, lacquer finish. Includes hard case with wheels and care products; includes Conn Helleberg mouthpiece. Includes one year service and maintenance agreement.		9		Camino - 6, Sierra - 2, Lynn - 1
23	White Sands Band	Concert Bells	Yamaha	YG1210	2.5 octave, F57 to C88 range, high carbon tempered steel, deep frame and case provides full resonating chamber, nodal point support string with single pin bar mounting, easy on/off lid hinge. Includes portable YGS70 X-style stand. Includes Vic Firth 134 mallets. Includes one year warranty.		1		
24	Multiple	Marimba	Yamaha	YM2400C	4.3 octave Acoustalon, includes Multi Frame II, A25--C76 range, graduated tone bars, cut-away design resonator and 3-tracking system, height adjustable frame 35"-38", dual angle support, horizontal leg support, along with a lower crossbar support, 4" casters. Includes cover, includes two pair Vic Firth M114 marimba mallets. Includes one year warranty.		2		Mesa - 1, Zia - 1

25	Sierra Band	Marimba	Yamaha	YMRD-2900A	4 1/2 octave Acoustalon, includes Multi Frame II, F21--C76 range, graduated tone bars, three-position resonator slots, height adjustable frame 36"-42", dual angle support, horizontal leg support, hinged resonators and rails, along with a two-piece crossbar, oversized 6" casters, 1-1/2" accessory bar. Includes cover, includes two pair Vic Firth M114 marimba mallets. Includes one year warranty.		1			
26	CRMS Band	Vibraphone	Adams	VCSV30M	3.0 Octaves (F3 - F6), with motor, 40 - 140rpm, silver anodized bars, Voyager frame, swivel dampener bar, frame length 156cm, height adjustment 85 - 105cm, Includes cover and two pairs each of Mike Balter 22R (green), 23R (Blue), and 24r (Red) vibe mallets. Includes one year warranty.		1			
27	Zia Band	Vibraphone	Musser	M55G	3 octave, Concert Frame Pro-Vibe with gold aluminum bars, F3-F6, hand tuned bars and seamless arched and mitered resonators, adjustable swiveling sustain pedal, multi speed motor. Includes cover, includes two pair Vic Firth M27 Rusty Bruge Vibe mallets. Includes one year warranty.		1			
28	Lynn Band	Chimes	Adams	BK2201	1 1/2 octave Standard Chimes, custom brass alloy chrome plated 36mm tubes, includes GEN2 frame, insulated braided steel hanging cable. Includes cover, includes two Vic Firth Soundpower Chime Hammers. Includes one year warranty.		1			
29	Multiple	Concert Snare Drum	Yamaha	Concert Series Maple Snare Drum	14"X5" Concert Series Maple Snare Drum, 8-ply, Air-Seal system, 3 piece tubular lugs, Q-type strainer. Includes hard case, includes two double braced snare stands and Vic Firth SD1 general snare sticks. Includes one year warranty.		6		Lynn - 1, Vista - 2, WSS - 3	
30	White Sands Band	Concert Bass Drum	Pearl	PBE3616/S	36" x 16" Concert Bass Drum features a 6 ply Kapur shell, 'Midnight Black' covered finish, split tension lugs, two air vents, Remo's Fiberskyn III Drum Head. Includes Pearl STBD36 36" Suspended Concert Bass Drum stand, includes cover, includes Vic Firth Soundpower BD7 mallet roller pair. Includes one year warranty.		1			

31	Multiple	Concert Toms	Pearl	PTE10/12 with T-890 stand	10", 12" sized drums, 6-ply (7.5mm) Poplar/Kapur Shells, 1.6mm Steel triple-flanged hoops, clear single ply heads, midnight black covered finish, low-mass lugs. T-890 Double Tom Stand included, includes one high tension drum key - K030. Includes one year warranty.		1		Camino - 1, WSS - 1
32	Multiple	Concert Toms	Pearl	PTE13/14 with T-890 stand	13", 14" sized drums, 6-ply (7.5mm) Poplar/Kapur Shells, 1.6mm Steel triple-flanged hoops, clear single ply heads, midnight black covered finish, low-mass lugs. T-890 Double Tom Stand included. Includes one year warranty.		2		Camino - 1, WSS - 1
33	CRMS Band	Conga Drums set of two	Latin Percussion	LPA646-SW with double braced stand	10" and 11" drums with environmentally friendly Siam walnut shells, black powder coated Aspire side plates with 9/32" tuning lugs, EZ curve rims, natural rawhide heads. Includes tuning wrench and double braced stand. Includes one year warranty.		1		
34	White Sands Band	Timbales set of two	LP	LP-LPA256	Aspire 13"x14" chrome shell timbales. Includes double braced stand and bracket; includes timbale sticks. Includes one year warranty.		1		
35	White Sands Band	Temple Blocks set of 5	LP	LP1210	Granite Blocks with steel mounting bracket that can attach to any stand from 3/8" to 1" in diameter; bracket can be adjusted to compact over/under set up or the orchestral, five-across style; includes stand and granite block mallets. Includes one year warranty.		1		
36	Lynn Band	Wind Chimes	Treeworks	TRE35DB	Classic Wind Chimes, 69 hand tied Double Row bars, T-6 tempered, custom .375" aluminum/titanium alloy bars. Includes mounting bracket, case, and double braced stand. Includes one year warranty.		1		
37	Lynn Band	Bell Tree	Meinl	Stand alone Bell tree	27 solid brass bells, adjustable metal stand. Includes striker. Includes one year warranty.		1		
38	Vista Band	Triangle	Alan Abel	Wagner Mahler Triangle	6" Wagner/Mahler steel triangle; 5/8" Diameter; includes rubber covered triangle holder clip. Includes one year warranty.		1		
39	Zia Band	Flex-a-tone	LP	LP1-5	Standard Flex-a-tone, spring steel, wooden ball. Includes one year warranty.		1		

40	Vista Band	Cow Bell	Latin Percussion	LP204A	6" Black Beauty Cowbell, premium quality steel, rounded playing surface. Includes one year warranty.		1		
41	Zia Band	Cabasa/Afuche	LP	LP234A	Standard cabasa/afuche, wood-steel construction. Includes one year warranty.		1		
42	Vista Band	Claves	Latin Percussion	LP261	Grenadilla wood, 8" L x 1-1/4" W. Includes one year warranty.		1		
43	White Sands Band	Wood Block	Black Swamp	MWB2	Select Grade Rock Maple Wood Block, medium - 2.5" x 2.5" x 8". Includes one year warranty.		1		
44	Zia Band	Wood Block	Grover	Pro WB 10	10" Rock maple, rubber foot insulators. Includes one year warranty.		1		
45	White Sands Band	Finger Cymbals	Zildjian	P0773	Matched thin pair, natural cast finish. Includes small storage bag. Includes one year warranty.		1		
46	Vista Band	Triangle Beaters	Grover	PRO TB-D: Triangle Beaters	10 piece deluxe set, alloy 303 triangle beaters are extra long (8.9") and are available in six sizes and weights, with plastic coated handle; 2 TB-1 Super-Light (yellow), 2 TB-2 Light (orange), 2 TB-3 Medium Light (red), 2 TB-4 Medium (green), 1 TB-5 Medium Heavy (blue), 1 TB-6 Heavy (black), 1 cordura triangle beater case. Includes one year warranty.		1		
47	Multiple	Tambourine	Black Swamp	TD4S	10" Double Row Beryllium Copper Synthetic Head Tambourine, SoundArt series, hand hammered jingles and custom fitted on a solid, steam-bent Ash shell, which is stained, lacquered, and polished, captive jingle pins are mounted from the top of the shell. Includes beeswax tube and Black Swamp TB-10 carrying bag. Includes one year warranty.		2		Camino - 1, Vista - 1
48	White Sands Band	Tambourine	Black Swamp	TDOV	10" Overture series, Double Row brass hand hammered jingles. Includes beeswax tube and Black Swamp TB-10 Carrying bag. Includes one year warranty.		2		
49	CRMS Band	Crash Cymbals	Zildjian	A0444	16" Concert Stage Crash Cymbal Pair, medium thickness, natural finish. Cymbal bag included. Includes one year warranty.		1		
50	Zia Band	Suspended Cymbal Stand	Pearl	BC930	Double-braced suspended/boom cymbal stand with uni-lock tilter, UltraGrip wingnuts and wingbolts, and die-cast pipe points. Includes one year warranty.		2		
51	Zia Band	Straight Cymbal Stand	Pearl	C930	Double-braced straight cymbal stand with uni-lock tilter, UltraGrip wingnuts and wingbolts, and die-cast pipe points. Includes one year warranty.		3		

52	Zia Band	Gong Stand	Zildjian	P0560	Gong (Tam-Tam) stand holds sizes up to 40", steel tubing, 4 casters, two carrying hooks. Includes one year warranty.		1			
53	Zia Band	Gong	Paiste	GO0223315028	28" Symphonic Gong (Tam-Tam), slightly raised surface with a harmonic and universal sound structure. Includes Innovative CG-1S gong mallet. Includes one year warranty.		1			
54	Lynn Band	Electric Guitar Amplifier	Fender	Fender Champion 50XL	50 watts, 2 channel, black on black, single 12" Celestion "Midnight 60" speaker, 12 amp tones, 4 stompbox effects, 12 classic effects including reverb, delay/echo, chorus, tremolo and vibratone. Includes one year warranty.		1			
55	Lynn Band	Bass Guitar Amplifier	Fender	Rumble 200 1X15 Bass Combo Amp	200W @ 4 ohms (with extension cab), 140W @ 8 ohms (internal), 1x15" Eminence speaker, one compression tweeter with on/off switch, single channel, aux input, headphone output, XLR output, FX loop. Includes one year warranty.		1			
56	Lynn Band	Electric Piano	Roland	Roland 2000 Digital Stage Piano	88 keys, graded hammer action, full sized keys, velocity sounds, polyphony - 128, layer/split, 3.4 mm TRS aux input, I/O/T and USB MIDI connectivity, XLR output, 1 headphone jack, 4 pedal inputs, USB flash drive storage capability, recording and playback WAV format, LCD display, pitch bend & modulation wheels, 6 types of reverb, 5 types of delay, 5 band equalizer, 3 band compressor. Includes Roland KS-G8B keyboard stand, includes Roland DP-10 damper pedal. Includes one year warranty.		1			

57	Multiple	Electric Piano	Yamaha	HD-200	FM tone generator: 8 Notes; AWM tone generator: 32 Notes; (piano, metronome). 49 keys, C scale: 4-octave slider. Standby/on button; master volume lever. 10 voices: flute, oboe, clarinet, saxophone, organ, trumpet, horn, brass, string, piano; hold button. Figure button, figure sliders, attack slider, release slider, and brilliance slider. Transpose button, C, Bb, Eb, F. Octave select lever. Metronome. Temperaments: equal tempered button, pure tempered major button, pure tempered minor button, memory button, standard pitch. LCD display. External input/output jacks. Included AC power adaptor. Includes one year warranty.		2		Camino - 1, Zia - 1	
58	Lynn Band	Electric Piano Amplifier	Roland	KC-400	150 watts, two-way speaker system, 12" woofer and horn tweeter, mixer with 4 stereo input channels, stereo aux input, master EQ, XLR mic input, 1/4" line outputs, headphones output, and sub output. Includes one year warranty.		1			
59	Zia Band	Samba School Package	Meinl	LSP-SAMBA3	Samba package for 18 players, Drums: Four Aluminum Surdos (22" x 24", 20" x 24", 18" x 22", and 16" x 20"), Two 12" x 12" Aluminum Repeniques, One 12" x 4.5" Aluminum Caixa, One 14" x 4" Caixa, Two 6" ABS Tamborims - Green and Yellow, One Cuica. Additional Instruments: Two Chrome Agogos, Two Large Samba Shakers, Two Rocars - Medium and Large, One Samba Triangle, One Samba Whistle. Sticks/Mallets/Beaters: Four Samba Beaters, Two Regular Samba Sticks, Two Six-Fold Samba Sticks, One Triangle Beater. Accessories: Eight Samba Belts. Includes one year warranty.		1			

**TOTAL MIDDLE SCHOOL SECTION:**



**LCPS High School Music Instrument Request**

<b>Item</b>	<b>School</b>	<b>Instrument/Equipment</b>	<b>Brand</b>	<b>Model</b>	<b>Specifications</b>	<b>Unit price</b>	<b>Quantity</b>	<b>Extended Cost</b>	<b>Notes</b>	<b>Vendor Notes</b>
60	LCHS Band	Marching Mellophone	Yamaha	YMP-204M	F, .462" bore, 10" diameter yellow brass bell, gold brass leadpipe, 3 nickel plated nickel alloy valves, clear epoxy lacquer finish. Includes hard case and care products. Includes Bach 5 mellophone mouth piece. Includes one year service and maintenance agreement.		12			
61	LCHS Band	Marching Baritone	Yamaha	YBH-301M	Bb, .571" bore, 10" diameter yellow brass bell, gold brass leadpipe, 3 nickel plated piston valves, clear epoxy lacquer finish. Includes hard case and care products. Includes Bach 5G large shank baritone mouth piece. Includes one year service and maintenance agreement.		10			
62	LCHS Band	Sousaphone	Yamaha	YSH-411WC	BBb, 4/4 size, .728" bore, 26-1/8" diameter yellow brass bell, yellow brass leadpipe, 3 nickel plated piston valves, clear epoxy lacquer finish. Includes molded hard plastic case with wheels and care products. Includes Perantucci PT50 tuba mouth piece. Includes one year service and maintenance agreement.		9			

63	LCHS Band	Marching Snare Drum	Yamaha	YAM-MS9314-X	MS-9314 SFZ Series, Black Forest stain, 6ply maple, made using air-seal system, aluminum alloy, high tension hoop, 12 aluminum tubes, dual vertical adjustments with single horizontal adjustment. Includes Carrier CXS1, Stadium Stand #RM-SHSA-MR, Case #PCH-MS14, Cover #QDC4D, Evans SB 14MHG Hybrid Batter Head, Evans MX5 Snare Head and Innovative Percussion Stick Quiver INN-SB2. Includes one year warranty.		8			
64	LCHS Band	Marching Tenor Drums	Yamaha	MQT-60234	MQ-8300 Field Corps Series, Black Forest stain, 6"-8" 7ply maple, 10"-14". Steel dyna hoop, 5 8" high tension aluminum die-cast lugs, 5.4mm tension rods, double steel washers. Includes Carrier CXT1, Stadium Stand #RM-SHSA-MR, Case #PCH-MS14, Cover #SNC14, Evans Corps Clear heads, Innovative Percussion stick quiver #INN-SB2 (2 each). Includes one year warranty.		4			

65	LCHS Band	Marching Bass Drum 16"	Yamaha	YAM-MB8316-B	MB-8300 Field Corps Series, 16" bass drum, Black Forest, 7ply birch/mahogany shell, 10ply birch rim/hoop, high tension aluminum die-case lugs, wide body claw hooks, 5.4mm tension rods, double steel washers. Includes Carrier CXB1, Stadium Stand #RM-SHBA-MR, Case #PCHMB16, Cover #BDC16, Evans MX 2 heads (2 each), Yamaha rim savers (2 each), Yamaha Mallet holders (2 each). Includes one year warranty.		1			
66	LCHS Band	Marching Bass Drum 18"	Yamaha	YAM-MB8318-B	MB-8300 Field Corps Series, 18" bass drum, Black Forest, 7ply birch/mahogany shell, 10ply birch rim/hoop, high tension aluminum die-case lugs, wide body claw hooks, 5.4mm tension rods, double steel washers. Includes Carrier CXB1, Stadium Stand #RM-SHBA-MR, Case #PCHMB16, Cover #BDC16, Evans MX 2 heads (2 each), Yamaha rim savers (2 each), Yamaha Mallet holders (2 each). Includes one year warranty.		1			

67	LCHS Band	Marching Bass Drum 20"	Yamaha	YAM-MB8320-B	MB-8300 Field Corps Series, 20" bass drum, Black Forest, 7ply birch/mahogany shell, 10ply birch rim/hoop, high tension aluminum die-case lugs, wide body claw hooks, 5.4mm tension rods, double steel washers. Includes Carrier CXB1, Stadium Stand #RM-SHBA-MR, Case #PCHMB16, Cover #BDC16, Evans MX 2 heads (2 each), Yamaha rim savers (2 each), Yamaha Mallet holders (2 each). Includes one year warranty.		1			
68	LCHS Band	Marching Bass Drum 24"	Yamaha	YAM-MB8324-B	MB-8300 Field Corps Series, 24" bass drum, Black Forest, 7ply birch/mahogany shell, 10ply birch rim/hoop, high tension aluminum die-case lugs, wide body claw hooks, 5.4mm tension rods, double steel washers. Includes Carrier CXB1, Stadium Stand #RM-SHBA-MR, Case #PCHMB16, Cover #BDC16, Evans MX 2 heads (2 each), Yamaha rim savers (2 each), Yamaha Mallet holders (2 each). Includes one year warranty.		1			

69	LCHS Band	Marching Bass Drum 26"	Yamaha	YAM-MB8326-B	MB-8300 Field Corps Series, 26" bass drum, Black Forest, 7ply birch/mahogany shell, 10ply birch rim/hoop, high tension aluminum die-case lugs, wide body claw hooks, 5.4mm tension rods, double steel washers. Includes Carrier CXB1, Stadium Stand #RM-SHBA-MR, Case #PCHMB16, Cover #BDC16, Evans MX 2 heads (2 each), Yamaha rim savers (2 each), Yamaha Mallet holders (2 each). Includes one year warranty.		1			
70	LCHS Band	Marching Snare Head Pack	Evans	EVA-SB14HEAD PACK	Evans SB14MHG Hybrid Grey Top Head and Evans MX5		4			
71	LCHS Band	Marching Tenor Heads	Evans	EVA-TT602234CL	Evans Drum Head Pack - 6",10",12",13",14"		4			
72	LCHS Band	Marching Bass Head	Evans	EVA-BD16MX2B	Evans 16" Bass Drum Head		2			
73	LCHS Band	Marching Bass Head	Evans	EVA-BD18MX2B	Evans 18" Bass Drum Head		2			
74	LCHS Band	Marching Bass Head	Evans	EVA-BD20MX2B	Evans 20" Bass Drum Head		2			
75	LCHS Band	Marching Bass Head	Evans	EVA-BD24MX2B	Evans 24" Bass Drum Head		2			
76	LCHS Band	Marching Bass Head	Evans	EVA-BD26MX2B	Evans 26" Bass Drum Head		2			
77	LCHS Orch	Cello	Von Aue		4/4 size outfit to include arcos Brazil carbon fiber 4/4 cello bow. Includes 4/4 Bobelock fiberglass cello case with wheels and care products. Includes one year service and maintenance agreement.		1			
78	LCHS Orch	Bass	Samuel Shen	SB200 hybrid	3/4 size outfit to include arcos Brazil carbon fiber German style bass bow. Includes 3/4 Mooradian standard bass bag and care products. Includes one year service and maintenance agreement.		2			

79	LCHS Orch	Bass	Samuel Shen	SB190 hybrid	5/8 size outfit to include arcos Brazil carbon fiber German style bass bow. Includes 5/8 Mooradian standard bass bag and care products. Includes one year service and maintenance agreement.		1			
80	LCHS Orch	Guitarron	Daniel Lemus	dan-lemu-gtrn	Guitarron with bag. Includes one year service and maintenance agreement.		4			
81	LCHS Orch	Vihuela	Daniel Lemus	dan-lemu-vihu	Vihuela with bag. Includes one year service and maintenance agreement.		3			

<b>TOTAL HIGH SCHOOL SECTION:</b>
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**ATTACHMENT 1**

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

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

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

Successful bidders shall extend pricing on the same goods and/or services awarded as a result from this bid to other school districts and public entities in New Mexico.

- b. Successful bidders shall receive notice of award via Purchase Order showing unit price, item or service description, delivery and payment terms and any other pertinent information.
  - 1. Purchase Order number shall appear on all subsequent packing lists, bills of lading, invoices, and other related correspondences.
- 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 shall include in their bid a copy of the certificate issued by State of New Mexico Taxation & Revenue.
 

**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.***

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

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

COMPANY CITY/STATE/ZIP: \_\_\_\_\_

COMPANY PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

COMPANY **DUNS** IDENTIFICATION NO: \_\_\_\_\_

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

PRINTED NAME OF REPRESENTATIVE: \_\_\_\_\_

SIGNATURE OF REPRESENTATIVE: \_\_\_\_\_

Date

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

Sincerely,

Cesar Chavez  
Buyer, Purchasing Department Las Cruces  
Public Schools



## ATTACHMENT 3

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

**ATTACHMENT 3: CONTINUED**

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)



CONFLICT OF INTEREST

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

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

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
\_\_\_\_\_

Address

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

**EXHIBIT A**

<b>SCHOOL NAME</b>	<b>PHYSICAL ADDRESS</b>
Camino Real Middle School	2961 N. Roadrunner Parkway Las Cruces, NM 88011
Lynn Middle School	950 S. Walnut Las Cruces, NM 88001
Mesa Middle School	7225 Jornanda Road North Las Cruces, NM 88012
Picacho Middle School	1040 N. Motel Blvd. Las Cruces, NM 88005
Sierra Middle School	1700 E. Spruce Avenue Las Cruces, NM 88001
Vista Middle School	4465 Elks Road Las Cruces, NM 88005
White Sands Middle School	1 Viking St White Sands Missile Range, NM, 88002
Zia Middle School	1300 W. University Avenue Las Cruces, NM 88005
Las Cruces High School	1750 El Paseo Road Las Cruces, NM 88001