



PORTALES MUNICIPAL SCHOOLS
501 S. Abilene
Portales, NM 88130

ITB 24-25-0002
NGIP 74013

Invitation to Bid

The Board of Education of the Portales Municipal School District hereby invites the submission of sealed proposals for the **Student Nutrition Services Department**. **Scope of Work includes:**

Building and Erection of a Dry Storage Area with a 24x30 building with 10x10 overhead door and 1 walk through door. This includes a 24x30 prep and poured concrete slab (all concrete to be 4000 psi). The footing around the footer of the slab is to be 12x12 with 2 runs of #3 gatorbar (or equivalent) 18" O/C. All dirt work will be included. Building requires 2" of foam insulation, HVAC, and labor to keep the building within 68-72 degrees with positive pressure in the room. Acquire all necessary permits, adhere to correct wage rates, & provide bond.

Invitation to Bids (ITB) may be emailed to the CPO Sarah Stubbs at sstubbs@portalesschools.com or delivered no later than 3:30 pm MST on Friday, September 27, 2024, to the Portales Municipal School District, L.C. Cozzens Administrative Office, 501 South Abilene Ave, Portales, NM 88130, Phone Number (575) 356-7000. Documentation may be obtained by contacting the District or online at <http://www.portalesschools.com/> and click on the tab RFP/RFI Bids.

The Board of Education reserves the right to reject any or all proposals and to waive all formalities.

Board of Education
Portales Municipal Schools
/S/ Inez Rodriguez
President

ITB# 24-25-0002

PORTALES MUNICIPAL SCHOOLS
SCOPE OF WORK, SPECIFICATIONS AND ITB REQUIREMENTS

**DUE DATE: Friday, September 24, 2024
at 3:30 PM**

**ATTENTION: READ EACH SPECIFICATION AND REQUIREMENT
CAREFULLY, NON-PERFORMANCE COULD RESULT IN REJECTION OF
YOUR PROPOSAL.**

I) INTRODUCTION

- A) **Portales Municipal Schools** is requesting proposals from reputable firms interested prepping and erecting a new dry storage area. Scope of Work:

Building and Erection of a Dry Storage Area with a 24x30 building with 10x10 overhead door and 1 walk through door. This includes a 24x30 prep and poured concrete slab (all concrete to be 4000 psi). The footing around the footer of the slab is to be 12x12 with 2 runs of #3 gatorbar (or equivalent) 18" O/C. All dirt work will be included. Building requires 2" of foam insulation, HVAC, and labor to keep the building within 68-72 degrees with positive pressure in the room. Acquire all necessary permits, adhere to correct wage rates, & provide bond.

- B) Location of Area:

1) Portales High School: 201 S Knoxville

- C) Inquiries regarding this solicitation may be obtained by contacting the following:

1) Tanya Baca, Purchasing Agent (575)356-7000
2) Shaunna Smith, Food Service Director (575)356-7000

- D) All prospective respondents are responsible for complying with the criminal laws prohibiting bribes, gratuities, and kickbacks.

- E) No Obligation

This ITB in no manner obligates Portales Municipal Schools to the use of any Offeror's services until a valid written contract and/or a valid Purchase Order is awarded and approved by appropriate authorities.

- F) Termination

This ITB may be canceled at any time and any and all proposals may be rejected in whole or in part when the District determines such action to be in the best interest of the Portales Municipal School District. Either party may terminate this contract as follows:

A. Termination by the vendor

1. The vendor 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 vendor and the district.

B. Termination by the district

A. For Cause

- i. The occurrence of either one of the following events will justify termination for cause:
 - a. Vendor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply suitable materials or equipment).
 - b. Vendor's violation in any substantial way of any provisions of this contract.
- ii. If either one of the events identified above occur, the district may, after giving vendor (and the surety, if any) ten (10) days written notice, terminate the service of vendor, exclude vendor from site, and take possession of the work. Vendor 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.
- iii. Where vendor's services have been so terminated by the district, the termination will not affect any rights or remedies of district against vendor then existing or which may thereafter accrue. Any retention or payment of moneys due the vendor by the district will not release the vendor from liability.

C. For Convenience

- i. Upon ten (10) days written notice to vendor, Portales Municipal Schools may without cause and without prejudice to any other right or remedy of Portales Municipal Schools elect to terminate the contract.
- ii. In such case, vendor shall be paid (without duplication of any Items):
 - a. for completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination,
 - b. 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.

D. Vendor 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.

G) Sufficient Appropriation

Any contract awarded as a result of this ITB process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected 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.

H) Legal Review

The District requires that all Offerors agree to be bound by the General Requirements contained in this ITB. Any Offeror's concerns must be promptly submitted in writing to the attention of the Chief Procurement Officer.

I) Governing Law

This ITB and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

J) Equal Employment Opportunity

Portales Municipal Schools is an Equal Opportunity Employer (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

Portales Municipal Schools is also in accordance with Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Vocational Rehabilitation Act, Americans with Disabilities Act, and other federal and state laws and executive orders affective employment and equal opportunity.

The Portales Municipal School District does not discriminate on the basis of race, color, national origin, sex, age or disability in its programs and activities. The following person has been designated to handle inquiries regarding the nondiscrimination policies: Superintendent, Portales Municipal School District, 501 S Abilene Ave, Portales, NM 88130. Phone 575-356-7000.

K) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

L) 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.

M) 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.

N) Davis-Bacon Act (40 U.S.C. 3141-3148)

When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The nonfederal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

O) Project Proposal Security Bond

If Offeror proposal price is greater than \$25,000, Offeror shall provide proposal security in the form of a surety bond executed by a surety company authorized to do business in the State of New Mexico in the amount of 5% of the total price proposal, or the equivalent in cash by means of a cashier's check or in a form satisfactory to the Owner, must accompany each price proposal in accordance with the Instructions to Offerors.

A 100% Performance Bond and a 100% Payment and Materials Bond executed by a surety company authorized to do business in the State of New Mexico shall be required from the successful Offeror prior to award of contract. The amount of the Bonds shall be the proposal price exclusive of gross receipts tax.

The AIA A312 1984 or 2010 Labor and Materials Payment Bond shall in effect, limit the time line Surety has to respond. The Payment Bond shall be modified as follows:

“Paragraph 6 of this Payment Bond is deleted in its entirety and replaced with the following provision: Within 45 days (1) after the claimant has satisfied the conditions of Paragraph 4 and (2) after the Surety has received at its home office all supporting documentation it requested to substantiate the amount of the claim, the Surety shall pay or arrange for payment of any undisputed amounts. Failure of the Surety to satisfy the above requirements shall not be deemed a forfeiture or waiver of the Surety’s or the Contractor’s defenses under this Bond or their right to dispute such claim. However in such event the claimant may bring suit against the Surety Company and provided under this Bond.”

P) Rights to Inventions Made Under a Contract or Agreement

If the federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding district.

Q) 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).

R) 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).

S) 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.

T) 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.

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

V) Conflict of Interest

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

W) Multi-Year Contract: This is not a multi-year contract.

X) Brand Name/Equal Specifications

Where a brand name or equal specifications is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. If an Offeror proposed an “equal” to scope of work/specifications, Portales Municipal Schools is the sole interpreter of the scope of work/specifications and sole judge as to whether the “equal” proposed complies with the scope of work/specifications.

Y) 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.

Z) Successful bidders will be notified in writing through a determination letter mailed on October 8, 2024.

AA) By submission of this bid or proposal, the bidder certifies that this bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor, and that it is in all respects fair and in good faith, without collusion or fraud.

BB) Any bidder or offeror who is aggrieved in connection with a solicitation or award of a contract may protest to the Central Purchasing Office. The protest shall be in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest. (NMSA 1978 13.1.172) The protest shall include the following information: Name and address of the protestant or aggrieved, ITB number, statement of grounds for protest, including all documents, evidence or information to substantiate any claim, and specify ruling requested from the Chief Procurement Office.

II) SCHEDULE OF EVENTS

| Date | Task | Time | Additional Info |
|-------------|-----------------------------|-------------|--|
| 8/21/2024 | Issue ITB-Posted on Website | | |
| 8/25/2024 | Printed in Paper | | |
| 9/27/2024 | Submission of ITB Due | 3:00 | |
| 9/27/2024 | ITB Opening | 3:30 | LC Cozzens Administrative Offices 501 S Ablene Ave Portales, NM 88130 |

| | | | |
|------------|------------------------------|------|---|
| 10/7/2024 | Board Approval | 6:00 | LC Cozzens Administrative Offices 501 S Abilene Ave Portales, NM 88130 |
| 10/8/2024 | Determination Letters Mailed | | |
| 10/24/2024 | Protest Deadline | 3:00 | |
| 10/25/2024 | Issue Purchase Order | | |

III) SCOPE OF WORK

Building and Erection of a Dry Storage Area with a 24x30 building with 10x10 overhead door and 1 walk through door. This includes a 24x30 prep and poured concrete slab (all concrete to be 4000 psi). The footing around the footer of the slab is to be 12x12 with 2 runs of #3 gatorbar (or equivalent) 18” O/C. All dirt work will be included. Building requires 2” of foam insulation, HVAC, and labor to keep the building within 68-72 degrees with positive pressure in the room. Acquire all necessary permits, adhere to correct wage rates, & provide bond.

IV) REQUIRED PROPOSAL SUBMITTALS

A) Submittal Sheet

B) Responses must consist of one (1) electronic copy and/or one (1) hard copy
 Hard copies of the proposal responses must be received by the above **DUE DATE/TIME** at Portales Municipal Schools-LC Cozzens Administrative Office. Documents must be in a sealed envelope and may be hand carried or mailed to the following address:

ATTENTION: Sarah Stubbs
ITB 24-25-0002
STUDENT NUTRITION SERVICES
PORTALES MUNICIPAL SCHOOLS
501 S. ABILENE
PORTALES, NM 88130

C) Campaign Disclosure Form (signed).

D) Copy of Resident Business or Resident Veteran Business Certificate (if applicable):
 a. “resident business” means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to Section 13-1-22 NMSA 1978 but does not include a resident veteran business; and

- b. “resident veteran business” means a business that has a valid resident veteran business certificate issued by the taxation and revenue department pursuant to Section 13-1-22 NMSA 1978.

V) EVALUATION FACTORS

Because this is an ITB, the only factors that can be considered in the points is cost. Other required items are a Yes/No option. If something is required and not submitted, a NO may result in a non-responsive determination per 13-1-83 to 13-1-85 NMSA 1978.

ITB respondents will take precedence if their principle place of business is located in the State of New Mexico as defined in 13-1-12 NMSA 1978. If more than one vendor submits the same cost, the vendor with a resident business or resident veteran’s business certificate will be awarded the contract. If more than one business has the lowest costs and resident preference, then additional factors may be requested from the vendors.

VI) ITB DOCUMENTS

- A) To avoid premature opening of ITB documents, the outside of the envelope must be properly marked “**SEALED ITB 24-25-0002 DRY STORAGE**”.

Portales Municipal Schools – Student Nutrition

ITB SUBMITTAL SHEET

ITB # 24-25-0005

Please return this form and complete ITB Proposal to:

**ATTENTION: Sarah Stubbs
ITB 24-25-0002
STUDENT NUTRITION SERVICES
PORTALES MUNICIPAL SCHOOLS
501 S. ABILENE
PORTALES, NM 88130**

Please also mark on a sealed envelope:

“SEALED ITB 24-25-0002 DRY STORAGE”

Company Name _____

Representative _____

Address _____

City/State _____

Phone _____

Signature of Representative _____

New Mexico Resident Bidder Certificate Number _____

(copy of preference certificate **must** be included)

Note: A copy of **Respondent’s NM Preference Certificate** must be submitted to receive an additional 5% of respondents total evaluation points.

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 vendor must disclose whether they, a family member or a representative of the prospective vendor 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 vendor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the vendor signs the contract, if the aggregate total of contributions given by the prospective vendor, a family member or a representative of the prospective vendor 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 vendor, a family member of the prospective vendor, or a representative of the prospective vendor 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 vendor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE VENDOR 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 vendor 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 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 vendor” 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 vendor” 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 vendor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Vendor: _____

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)