

**LAS CRUCES SCHOOL DISTRICT NO. 2  
CENTRAL PURCHASING OFFICE  
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 bid number, name, title, and signature of the person submitting the bid, and the date of your bid are completely filled out.

**BID NUMBER: 18-19-06**

**BID TITLE: OPEN ORDER PRICE AGREEMENT  
DISTRICT WIDE MEDICAL AND TRAINERS  
SUPPLIES COMMODITY CODE: 96208**

**OPENING DATE & TIME: APRIL 23, 2019 @ 2:00 p.m.**

**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 (505) 527-6619.

Thank you for your prompt response.

Cesar Chavez  
District Buyer

SPECIAL CONDITIONS AND SPECIFICATION (PLEASE CHECK YES OR NO)	BIDDER WILL COMPLY YES	BIDDER WILL NOT COMPLY	IF NO SPECIFY DEVIATION
<p><b>I. PRICE AGREEMENT INFORMATION</b></p> <p>A. Bidders shall offer a percent (%) discount from current catalog prices or manufacturer's suggested retail price list (MSRP) for the various categories listed on <b>attachment 1</b> of the bid documents.</p> <p>1. Exact itemized pricing for the items listed on <b>attachment 2</b> of the bid documents is not required by the vendor for bidding purposes.</p> <p>2. The quantities listed for the items on <b>attachment 2</b> identify the School District's estimated needs and will be ordered as needed by issuance of a duly executed purchase order after bid award.</p> <p>3. Subsequent orders for any discounted items listed may be made throughout the effective contract period on an "as needed" basis. Orders will be based on current catalog prices as supplied by the successful vendor throughout the contract period.</p> <p>B. Discounts shall remain effective from July 1, 2019 to June 30, 2020.</p> <p>C. Discounts shall be based on deliveries made F.O.B., Las Cruces, NM; prepaid and allowed.</p> <p>D. Items ordered shall be shipped within two weeks after receipt of order, unless approved by the School District. Items received damaged or broken shall be immediately replaced.</p> <p>E. Shipment shall be made to the Ship To address as listed on the purchase order.</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><b>II. REQUIRED BID SUBMITTALS.</b></p> <p>A. Responsive bids shall include with the bid the following.</p> <ol style="list-style-type: none"> <li>1. All bid documents signed, and discounts listed for each category offered by the bidder.</li> <li>2. Current catalog and/or website link to show suggested retail price offered by bidder must be included Link: _____</li> <li>3. Bidders must read and sign the conditions of bidding schedule to become informed with the details of the conduct of this bid <b>(attachment 3)</b>. Bidders must also sign a debarment, campaign contribution, and conflict of interest form enclosed as <b>attachments 4, 5, and 6</b>.</li> <li>4. Failure to comply with the above requirements renders the bid as non-responsive and not acceptable for award.</li> </ol>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p><b>III. BID AWARD</b></p> <p>A. The School District reserves the right to issue single or multiple awards, which ever serves the best interest of the School District, in order to fulfill the requirements of this solicitation. Purchase orders shall be issued on the lowest discounted cost on attachment 1 of bid documents.</p> <p>B. Written notice of bid award shall be issued to the successful bidder(s) by the Las Cruces Public School District Purchasing Office.</p> <p>C. Resulting contract(s) may be extended annually for up to three (3) additional years pending mutual agreement between the School District and the successful bidders.</p>	<p>_____</p> <p>_____</p> <p>_____</p>	<p>_____</p> <p>_____</p> <p>_____</p>	

#### **IV. OTHER 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.

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**C. 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.

**D. 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.

**E. 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.

ITEM NO.	ITEM DESCRIPTION	PERCENTAGE DISCOUNT OFF CATALOG PRICING
----- ----- ----- -----	<b><u>VENDOR NOTE:</u></b> <b>The items to be purchased under the resulting pricing agreement will be limited to consumable and durable goods and will not exceed a unit cost of \$500.00 each.</b>	----- ----- ----- -----
01	TAPE PRODUCTS	
02	WOUND DRESSING PRODUCTS	
03	HOT & COLD THERAPY PRODUCTS	
04	TRAINING ROOM EQUIPMENT PRODUCTS	
05	PHYSICAL THERAPY PRODUCTS	
06	INSTRUMENT PRODUCTS	
07	DIAGNOSTIC EQUIPMENT PRODUCTS	
08	DIAGNOSTIC TESTING PRODUCTS	
09	TOPICAL & ORAL HYGIENE PRODUCTS	
10	OPHTHALMICS & OTICS PRODUCTS	
11	ORAL MEDICATION PRODUCTS (none prescription)	
12	TRAINER'S KITS & BAGS PRODUCTS	
13	FIRST AID KITS PRODUCTS	
14	SUNDRIES	
15	DISINFECTANTS & BIOHAZARD PRODUCTS	
16	EMERGENCY RESONSE PRODUCTS	
17	CASTING & MOBILITY AID PRODUCTS	
18	FELTS & FOAM PRODUCTS	
19	PROTECTIVE GEAR PRODUCTS	
20	BRACE & SUPPORT PRODUCTS	
21	ORTHOTICS PRODUCTS	

**VENDOR PLEASE COMPLETE THE FOLLOWING:**

Discounts/Prices Valid Through: \_\_\_\_\_

Delivery: \_\_\_\_\_

Bid submitted by:

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

Representing:

\_\_\_\_\_  
Company Telephone No.



## ATTACHMENT 2

ITEM NO.	ITEM DESCRIPTION	QUANT	UNIT/ISSUE
01	Coach Porous tape, 1 ½" x 15 yd ro.; School Health Supplies Cat # 28-026	240	Ro
02	J & J Zonas 1" Tape, (12 ct/bx); School Health Supplies Cat # 28-030	20	Bx
03	Lite Guard, 2" , (24 ct); School Health Supplies Cat # 28-128	80	Bx
04	J & J Elasticon, 3" Tape, (4rl/bx); School Health Supplies Cat # 28-036	22	Bx
05	Heel & Lace Pads, (2000ct/cs); School Health Supplies Cat # 28-124	6	Cs
06	Seamed and Spliced Tape, (100/bx); School Health Supplies Cat # 028-070	6	Bx
07	Adhesive Strips, 1" x 3", (1500/bx); School Health Supplies Cat # 32-071	5	Bx
08	Extra Large Plastic Strips, (50/bx); School Health Supplies Cat # 32-044	14	Bx
09	Curity gauze, 2" x 2", (100/bx) School Health Supplies Cat # 27-013	13	Bx
10	Curity gauze, 3" x 3", (100/bx); School Health Supplies Cat # 27-014	14	Bx
11	Curity gauze, 4" x 4" (100/bx); School Health Supplies Cat # 27-015	30	Bx
12	Moleskin, 9" roll; School Health Supplies Cat # 29-035	4	Bx
13	Felt, Varity pack, 9" x 9" sheets; School Health Supplies Cat # 29-060	4	Pk
14	Adhesive Telfa Pads, 3" x 4"; School Health Supplies Cat # 32-009	8	Bx
15	Beirsdorf Coverlets, Knuckle, (100/bx); School Health Supplies Cat # 32-023	27	Bx
16	¼" Adhesive foam; School Health Supplies Cat # 29-003	2	Sh
17	Soft Foam White, 21" x 36" x ½" sheet; School Health Supplies Cat # 29-011	3	Sh
18	Sterile Tongue depressors, Individually wrapped, 100/bx, School Health Supplies Cat # 90-254	2	Bx
19	Cover Strips, (50 Env/bx), School Health Supplies Cat # 28-099	4	Bx
20	Elastic Bandages, 3" x 5 yd; School Health Supplies Cat # 31-007	8	Ea
21	Elastic Bandages, 4" x 5 yd; School Health Supplies Cat # 31-008	26	Ea
22	Elastic Bandages, 6" x 5 yd; School Health Supplies Cat # 31-009	16	Ea
23	Elastic Bandages, 4" x 10 yd; School Health Supplies Cat # 31-004	168	Ea
24	Cramer Tufskin, 4 oz.; School Health Supplies Cat # 50-019	10	Ea
25	Cramer Tufskin, 10 oz.; School Health Supplies Cat # 50-020	20	Ea

## ATTACHMENT 2: CONTINUED

26	Cramer Skin Lube, 5lb. can; School Health Supplies Cat # 43-089	1	Cn
27	Spenco 2 <sup>nd</sup> Skin, 1" squares (200/jar); School Health Supplies Cat # 27-060	6	Jar
28	Tylenol Tablets, extra strength, 500mg, 100's, School Health Supplies Cat # 44-064	6	Ea
29	Imodium AD, (12tab/bx); School Health Supplies Cat # 44-107	4	Bx
30	Ibuprofen 500's; School Health Supplies Cat # 44-067	6	Ea
31	Eye Wash, 4 oz.; School Health Supplies Cat # 34-105	12	Ea
32	Bacitracin Ointment Foil Pack (144); School Health Supplies Cat # 43-012	8	Pk
33	Hydrogen Peroxide, 8 oz.; School Health Supplies Cat # 34-011	12	Btl
34	Hydrocortisone Cream, 48's School Health Supplies Cat # 43-116	6	Bx
35	Foot Powder, 4 oz/; School Health Supplies Cat # 44-073	2	Cn
36	Lister Bandage Scissors, Double Ring; School Health Supplies Cat # 36-025	30	Ea
37	Disposable Diagnostic Light, (6/bx); School Health Supplies Cat # 90-071	14	Bx
38	Latex Gloves, Large, (100/bx); School Health Supplies Cat # 21-181	10	Bx
39	Latex Gloves, Medium, (100/bx); School Health Supplies Cat # 21-180	10	Bx
40	Latex Gloves, Small, (100/bx); School Health Supplies Cat # 21-179	18	Bx
41	Arm Slings, Adult, Open End; School Health Supplies Cat # 20-023	30	Ea
42	Bath Towels, Terry, 20" x 40"; School Health Supplies Cat # 48-009	8	Ea
43	Push Pull Top Bottle, Wide Mouth, 32.oz; School Health Supplies Cat # 38-003	148	Ea
44	Alcalak Antacid, 200/bx (100/2's) , Medco Cat # 43012	2	Cs
45	Flexiwrap, Handle, (3/bx) School Health Supplies Cat # 90-134	8	Bx
46	Medirip Wrap, 3" x 5yds., 16ro/pk, School Health Supplies Cat # 28-053	10	pk
47	Tuning Fork/Reflex Hammer, Medco Cat #87790	2	Ea
48	Disposal Scapels, #11 blade, School Health Supplies Cat #36-064	2	Bx
49	Shark Tape Cutters; School Health Supplies Cat # 36-006	14	Ea
50	Shark Blades; School Health Supplies Cat # 36-007	12	Ea
51	Vionex Skin Wipes (50/bx); School Health Supplies Cat # 49-028	25	Ea
52	"SAM" Splint, 36" x 4 1/4", Orange; School Health Supplies Cat # 20-072	6	Ea
53	McDavid Ankle Brace, Large; School Health Supplies Cat # 41-238	6	Ea
54	McDavid Ankle Brace, Medium; School Health Supplies Cat # 41-237	18	Ea

## ATTACHMENT 2: CONTINUED

55	McDaivid Ankle Brace, Small; School Health Supplies Cat # 41-236	33	Ea
56	Crutches, Adult size, 5'10" – 6'6", School Health Supplies Cat #45-004	5	St
57	Crutches, Adult size, 5'2" – 5'10", School Health Supplies Cat #45-008	8	Ea
58	Med Pac 3800, Medco Cat # 33800	6	Ea
59	Rib Belt, Male, Medco Cat # 26180	11	Ea
60	Rib Belt, Female, Medco Cat # 26170	11	Ea
61	Orthogel Cramer, School Health Cat # 29-010	4	Ea
62	Sun Glare Stick, .75 oz., School Health Supplies Cat #43-110	4	Ea
63	Nail Clippers, School Health Supplies Cat # 36-071	20	Ea
64	Prostrips Team Package, School Health Supplies, Cat # 29-291	2	Ea
65	Underwrap 48 rls per case black; Alet 380130707	10	Cs
66	Underwrap 48 rls per case blue; Alert #380130708	10	CS
67	Underwrap 48 rls per case green; Alert #380130705	10	CS
68	Nasal plug cotton/300; Alert #380191221	4	Ea
69	Aqua Patch Circles; Alert #420300	4	Ea
70	Hydrocortisone cream 48's	6	Ea
71	Antifungal cream 144	1	Ea
72	Wire bottle carrier	2	Ea
73	Omron digital thermometer	2	Ea
74	CPR microkey pro	16	Ea
75	Vionex bottle; Alert #52540018	2	Ea
76	logel 2.5 med pads; Medco #55002	3	Ea
77	Saline solution 12 oz; Alert #4700804	12	Ea
78	Nitrotan 4 oz; Alert #135142027	6	Ea
79	Crutch accessories set of 3; Alert #290480	3	Ea
80	Mcdavid ankle braces x-small; Alert #65710	28	Ea
81	Knee immobilizer 23"; Alert #178120123	5	Ea
82	Knee sleeve open x-large; Alert #394AK9C05	4	Ea
83	ice chest w/wheels; Alert #459549001	3	Ea
84	Toenail clippers; Alert #7770287	3	Ea
85	Blood clotter spray; Alert #35822617	2	Ea
86	Knee sleeve open small; Alert #394AK9C02	9	Ea
87	Hydrocollator packs standard; Alert #5651006	14	Ea
88	Antifungal cream pacs/144; Alert #35822935	2	Ea
89	Playmate blue 16 qt; Alert #2651381	2	Ea

## ATTACHMENT 2: CONTINUED

90	Blister relief pads; Alert #2704796	3	Ea
91	Muller Sling Bag' Alert #38016017	8	Ea
92	Knee sleeve open med; Alert #394AK9C03	13	Ea
93	Knee sleeve open large; Alert #394AK9C04	9	Ea
94	Flexiwrap 4"; Alert #135236107	10	Ea
95	Liquid bandage; Alert #2703937	25	Ea
96	Thera-band gold; Alert #24220180	2	Ea
97	Thera-band black; Alert #24220160	2	Ea
98	Dexamethasone 4mg/30ml; Medco # 40631	6	Ea
99	Lidocaine 2%; Medco #42036	3	Ea
100	Alumof foam 1"x18"; Alert #1306210	3	Ea
101	Hinged knee brace#427-S; Alert #654272	6	Ea
102	Hinged knee brace#427-M; Alert #654273	6	Ea
103	Hinged knee brace#427-L; Alert # 654274	6	Ea
104	Hinged knee brace#427-XL; Alert #654275	6	Ea
105	Shoulder brace universal-M; Alert #654621	6	Ea
106	Shoulder brace universal-L; Alert #654622	6	Ea
107	Hyperextension elbow hinged-S; Alert #S394AE141	6	Ea
108	Hyperextension elbow hinged-M; Alert #S394AE142	6	Ea
109	Hyperextension elbow hinged-L; Alert #S394AE143	6	Ea
110	Hyperextension elbow hinged-XL; Alert #S394AE144	6	Ea
111	Mueller Sports Medicine; MVP MPack Series	9	Ea

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.***

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

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

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

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

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

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

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

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

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

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

Date

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

Sincerely,

Cesar Chavez  
 Buyer, Purchasing Department Las Cruces  
 Public Schools

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

ATTACHMENT 5: CONTINUED

DISCLOSURE OF CONTRIBUTIONS:

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

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

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

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

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

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

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

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

**--OR--**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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





CONFLICT OF INTEREST

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

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

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

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

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

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

Address

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

\_\_\_\_\_  
Date